

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.



AMENDED AGENDA

J.1 PUBLIC HEARING – Redistricting Memo Added

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street

February 1, 2022

Regular Meeting - 6:00 PM

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

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 876 6826 6991**
- 3. Passcode: 432678**

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](https://www.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 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

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

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

public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

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

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of February, 2022 as "Black History Month."
2. SUBJECT: Presentation of a Resolution to Roger Brooks for over Twenty-Seven Years of Service to the City of Oxnard.

D. 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 thirty 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.

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

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

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency; and
2. Re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) The City's COVID-19 Comprehensive Policy and Protocol imposes measures to promote social distancing; (ii) The Governor's proclaimed state of emergency remains in effect; (iii) Ventura County's COVID-19 case rate is still considered widespread community transmission by the Centers for Disease Control and Prevention and the California Department of Public Health; (iv) On December 29,

2021, in response to the increased transmission of COVID-19 in Ventura County, the City Manager announced the closure of Oxnard City Hall, and most City facilities and programs; (v) The County of Ventura closed its buildings to the public effective Wednesday, January 5, 2022, for a three-week period, as a precautionary measure to slow the spread of COVID-19; and (vi) As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the January 4, 2022 regular meeting and the January 6, 2022 special meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: Second Amendment to Huitt-Zollars, Inc. Agreement 8790-19-PW – Oxnard Boulevard Bicycle Facilities Installation.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8790-19-PW with Huitt-Zollars, Inc., in the amount of \$43,598 for a new not to exceed agreement amount of \$243,561 for the Oxnard Boulevard Bicycle Facilities Installation, PW 19-96, Project No.183101.

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement A-8427 to GSE Construction Company, Inc. for the Blending Station 4

Pipe Island Improvement Project, Specification No. PW 21-77.

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$370,375 in Project funds for the Blending Station 4 Pipe Island Improvement Project, Specification No. PW 21-77 (Project No. 226505):

1. The Mayor to execute Agreement A-8427 with GSE Construction Company, Inc. in the amount of \$296,300 for the Project;
2. A Project contingency amount of \$44,445; and
3. A Project allocation of \$29,630 for engineering, inspection, and project management.

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Police Department

SUBJECT: Tobacco Grant Program Award FY 2021-2025

RECOMMENDATION: That City Council adopt a resolution:

1. Authorizing the City Manager a prior execution and submission of an application for the U.S. Department of Justice (DOJ) grant funds in the amount of \$410,944.00 from the Tobacco Grant Program FY 2021-2025.
2. Authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the California Department of Justice (DOJ) to receive and expend grant funds, and designating the City of Oxnard as the fiscal agent for the Tobacco Grant Program;
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award;
4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims, and approve administrative budget appropriation for the use of Tobacco Grant funds upon award; and
5. Authorizing the Chief of Police or designee to submit program-related progress or status reports.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

5. Housing Department

SUBJECT: Mobile Home Park Rent Stabilization System Annual Activity Report for 2021.

RECOMMENDATION: That the City Council receive and file the 2021 Annual Activity Report for the Mobile Home Park Rent Stabilization System, as adopted by the Mobile Home Park Rent Review Board.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

6. Public Works Department

SUBJECT: Agreements for On-Call Professional Engineering Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the

following on-call professional engineering agreements:

1. Agreement A-8409 with Encompass Consultant Group in the amount not to exceed \$1,000,000 for a three year term;
2. Agreement A-8405 with MNS Engineers, Inc. in the amount not to exceed \$1,000,000 for a three year term;
3. Agreement A-8392 with Kimley-Horn & Associates in the amount not to exceed \$1,000,000 for a three year term;
4. Agreement A-8391 with Fehr & Peers in the amount not to exceed \$1,000,000 for a three year term;
5. Agreement A-8393 with GHD, Inc. in the amount not to exceed \$1,500,000 for a three year term;
6. Agreement A-8394 with Iteris, Inc. in the amount not to exceed \$1,000,000 for a three year term;
7. Agreement A-8411 with Kennedy/Jenks Consultants, Inc. in the amount not to exceed \$750,000 for a three year term;
8. Agreement A-8412 with Rincon Consultants, Inc. in the amount not to exceed \$500,000 for a three year term;
9. Agreement A-8413 with Carollo Engineers, Inc. in the amount not to exceed \$750,000 for a three year term;
10. Agreement A-8414 with Environmental Science Associates in the amount not to exceed \$500,000 for a three year term;
11. Agreement A-8383 with Leighton Consulting, Inc. in the amount not to exceed \$750,000 for a three year term;
12. Agreement A-8388 with RRM Design Group in the amount not to exceed \$1,000,000 for a three year term; and
13. Agreement A-8418 with m6 Consulting Inc. in the amount not to exceed \$500,000 for a three year term.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: First Amendment with Various Consultants for Wastewater and Recycled Water Treatment Process Support.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to the following wastewater and recycled water treatment process support consultant services:

1. Agreement A-8283 with Dudek in the amount of \$300,000 for a new not to exceed amount of \$400,000;
2. Agreement A-8285 with GHD, Inc., in the amount of \$300,000 for a new not to exceed amount of \$400,000;
3. Agreement A-8287 with Kennedy/Jenks Consultants, Inc., in the amount of \$300,000 for a new not to exceed amount of \$475,000; and
4. Agreement A-8289 with Carollo Engineers, Inc., in the amount of \$300,000 for a new not to exceed amount of \$475,000.

February 1, 2022

PAGE 6

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

J. PUBLIC HEARINGS

1. City Attorney Department

SUBJECT: Public Hearing Regarding Redistricting of City Council Districts (15/30/30)

RECOMMENDATION: That the City Council conduct a public hearing regarding the redistricting process for City Council districts and receive a presentation from the City's redistricting consultant regarding the maps that have been submitted.

(This item did not originate in Committee.)

Because the presentation will be made by a consultant, the presentation was not prerecorded pursuant to Measure M.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

K. REPORTS

1. City Treasurer

SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending December 31, 2021. (0/10/10)

RECOMMENDATION: That the City Council receive and file the Quarterly Investment Report for the period ending December 31, 2021.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/8GkkAOKmnG0>

Legislative Body: City Council

Contact: Phillip Molina, (805) 385-7808

2. Information Technology Department

SUBJECT: Oxnard 311 - Performance Update Report. (0/10/10)

RECOMMENDATION: That the City Council receive an update on the fifth year (and first half of year 6) performance of the Oxnard 311 Constituent Relationship Management System.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/cuclewNe0i4>

Legislative Body: City Council

Contact: Helen Miller, (805)385-7446

3. Housing Department

SUBJECT: Designation of Fifty-Three Parcels as Surplus Lands. (0/10/5)

RECOMMENDATION: 1. That the City Council adopt a resolution.

- a. affirming the City Council's declaration of certain surplus lands described in Exhibit A to the Resolution;
- b. authorizing the City Manager or designee to send notices of availability as to the surplus lands; and
- c. authorizing the City Manager or designee to do all things which are deemed necessary or proper to effectuate the purposes of the Resolution, including but are not limited to, negotiating in good faith in accordance with the requirements of the Surplus Land Act.

2. That the Parking Authority adopt a resolution.

- a. affirming the Parking Authority's declaration of certain surplus lands described in Exhibit A to the Resolution;
- b. authorizing the City Manager or designee to send notices of availability as to the surplus lands; and
- c. authorizing the City Manager or designee to do all things which are deemed necessary or proper to effectuate the purposes of the Resolution, including but are not limited to, negotiating in good faith in accordance with the requirements of the Surplus Land Act.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/IR7OBTgo4EQ>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

4. Public Works Department

SUBJECT: Agreement A-8433 to Taft Electric Company for Traffic Signal Modifications Project (7 Signals), Specification No. PW 19-98. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the following for a total of \$3,599,880 in Project funds for the Traffic Signal Modifications Project (7 Signals), Specification No. PW 19-98 (Project No. 183114):

1. The Mayor to execute Agreement A-8433 with Taft Electric Company in the amount of \$2,999,900 for the Project;
2. A Project contingency amount of \$299,990;
3. A Project allocation amount of \$299,990 for engineering, inspection, survey and project management; and
4. A budget appropriation recognizing grant revenue and appropriation of \$860,783 from the Federal Transportation Grant Fund (275) and appropriation of \$954,145 from the fund balance of the Air Pollution Buydown Fee Fund (118) for the Project.

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

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Y4-M-LBrSH8>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Introduction of an Ordinance Repealing and Replacing Chapter 19, Article II, Solid Waste and Recycling. (0/10/10)

RECOMMENDATION: That the City Council:

1. Determine that the proposed ordinance is exempt from California Environmental Quality Act (CEQA) under CEQA Guideline Section 15061 (b)(3), because the enhanced solid waste regulations, as provided for the proposed ordinance, will not have a significant effect on the environment, and the new State mandatory requirements strengthen the City's handling of solid waste, recyclable materials and organic materials for the protection of the environment; and

2. Introduce an Ordinance for first reading (by title only, waiving further reading), repealing and replacing Chapter 19 of the Oxnard City Code relating to solid waste and recycling.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/MZ_98z-rYL0

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. City Attorney Department

SUBJECT: Council Procedures Manual Update. (0/10/10)

RECOMMENDATION: That the City Council adopt a resolution adopting the updated Council Procedures Manual.

(Finance and Governance Committee approved 2-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/MhZMH1WKBSM>

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

L. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING ROGER BROOKS FOR OVER 27 YEARS OF
EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Roger Brooks has provided over 27 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Roger began his career with the City of Oxnard in the Oxnard Police Department as an Animal Control Officer in 1994 after having transferred here from Ventura County Animal Services. From 1996 to 2000, Roger served as a Community Services Officer, a newly created position of the Oxnard Police Department. In this position, he assisted with setting up the field Community Services Officer (CSO) program. From 2000 to 2014, Roger served as a Code Enforcement Officer/Park Ranger, helping to create the park patrol program. From 2014 to 2016, Roger served as the Senior Code Compliance Inspector. From 2016 to 2017, Roger was appointed to the Interim Code Compliance Manager. In 2017, Roger was promoted to the position of Code Compliance Manager. Under his leadership, Roger oversaw the successful transition of the Code Compliance unit from the Police Department to its current home in the Community Development Department. He was responsible for a staff of eight field inspectors and two administrators. His commitment to professionalism and service led to all Code Inspectors for the City of Oxnard receiving additional training to become accredited by the California Association of Code Enforcement Officers. He also assisted with creating the Safe Home Safe Families Repeat Offender Program which is a project designed to improve the living conditions for renters in Oxnard. During his tenure he also oversaw the 2018 and 2021 homeless camp clean ups of Halaco and adjoining parcels while reducing the overall number of city contracted abatements required for blighted properties; and

WHEREAS, during his time with the City of Oxnard, Roger assisted with the operation of the Police Mobile Command Post for ten years. Roger was a member of the Oxnard Employee Recognition Committee and Oxnard Centennial Celebration Committee. Roger's endless dedication to his colleagues can also be seen in his fourteen years as IUOE Chief Steward and serving as OMMA President for the last two years; and

WHEREAS, throughout Roger's career he demonstrated a dedication to the goals, needs, and best interests of City departments, the residents, businesses, and animals in the City of Oxnard; and

WHEREAS, the experience and institutional knowledge embodied in Roger will be greatly missed by his peers and the City of Oxnard.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Roger Brooks for over 27 years of exemplary service to the City of Oxnard and extends best wishes for a fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 1st day of February, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.1

DATE: February 1, 2022
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the January 4, 2022 regular meeting and the January 6, 2022 special meeting as presented.

BACKGROUND

Approval of Minutes.

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. MINUTES 01 04 2022 CC Regular Meeting
2. MINUTES 01 06 2022 CC Special Council Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
January 4, 2022

A. ROLL CALL, POSTING OF AGENDA

At 6:00 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, and Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

Councilmember Madrigal joined the meeting virtually at 6:55 p.m.

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

Staff members Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Kenneth Rozell, Chief Assistant City Attorney; Jason Benites, Police Chief; Eric Sonstegard, Assistant Chief of Police; John Colamarino, Assistant Fire Chief; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, Senior Civil Engineer; Abraham Maldonado, Water Resources Manager; Megan Schneider, Public Works Water Conservation/Outreach Supervisor; Emilio Ramirez, Housing Director; Vyto Adomaitis, Community Development Director; Scott Kolwitz, Planning & Environmental Services Manager; Joe Pearson II, AICP, Senior Planner; Juan Martinez, Planner; Betsy George, Chief Financial Officer; and Helen Miller, IT Director participated via videoconference.

Henry Casillas, Project Manager; Armando Sahagun, Principal Partner; Roberto Curiel, Principal Partner; Francisco Aguilera; Joel Kirschenstein, Oxnard Union High School District Representative; Pamela Mendoza, Department of General Services; Mark DiCecco, Project Architect; Larita Montgomery, Martin Luther King, Jr. Committee of Ventura County; and Alfredo Palomar, Real Estate Officer also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. OPENING CEREMONIES (6:00 PM)

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating January 17, 2022 as "Dr. Martin Luther King, Jr. Day."

Mayor Zaragoza read the proclamation and presented it to Ms. Larita Montgomery, Chairperson of the Martin Luther King, Jr. Committee of Ventura County, who made some remarks.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Douglas Partello (traffic safety concerns on Patterson & Victoria), Ray Blattel (street sweeper tickets/trees need trimming), and Aldo Cecena (changes to land development rules/modified properties).

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

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

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency; and
2. Re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings:(i) The City's *COVID-19 Comprehensive Policy and Protocol* imposes measures to promote social distancing; (ii) The Governor's proclaimed state of emergency remains in effect; (iii) Ventura County's COVID-19 case rate is still considered widespread community transmission by the Centers for Disease Control and Prevention and the California Department of Public Health; (iv) The Ventura County Health Officer has recommended that social distancing measures continue to be practiced throughout Ventura County communities to minimize the spread of COVID-19; and (v) As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

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

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action. VOTE: Lopez, Basua, Teran, Zaragoza, MacDonald, and Perello voted in favor; the motion carried 6-0. Councilmember Madrigal was absent during this vote. He joined the meeting after this item.

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

Councilmember Teran wished everyone a happy new year. There is a temporary reduction of face-to-face services at the City of Oxnard due to Covid-19. He read the Covid-19 statistics for Ventura County and reminded the public to stay safe.

Mayor Pro Tem MacDonald announced that he was selected as the new Chair of the Board for the Transit District. He also announced that the Ventura County Transportation Commission selected Martin Erickson as their next Executive Director.

Councilmember Basua wished everyone a happy new year and hopes that everyone is staying healthy. She announced the beach clean-up event organized by the Coastal Keepers. She thanked the City of Oxnard for providing resources for this event.

Councilmember Perello wished everyone a happy new year. He asked that the City provide a status of when the hazardous pay will be issued. He asked that City staff contact certain properties that are currently being neglected. He will provide City staff a list of those properties.

Councilmember Lopez supports Councilmember Perello and agrees that a clean-up event would be helpful to clean-up of some of these areas.

Mayor Zaragoza mentioned that 2021 was a rough year due to Covid-19 pandemic and encouraged the public to be safe, to wear a mask and wash their hands. He thanked Council and staff for all the City's accomplishments over the past year. He also wished everyone a happy new year.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Items I-1 through I-8 were discussed among the Council and staff.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Debbie Mitchell (I.4)

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the December 6, 2021 special meeting and the December 7, 2021 regular meeting as presented.

2. Public Works Department

SUBJECT: Grant Application for the Clean California Local Grant Program.

RECOMMENDATION: That the City Council adopt **Resolution #15,526**:

1. Authorizing the City Manager to submit a grant application for an amount not to exceed \$5,000,000 in Clean California Local Grant Program funds to be used for the Oxnard Beautification and Clean-up Project; and
2. Authorizing the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports. (This item did not originate in Committee.)

3. Fire Department

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

RECOMMENDATION: 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.

4. Public Works Department

SUBJECT: Budget Appropriation for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16.

RECOMMENDATION: That the City Council approve and authorize:

1. A budget appropriation transfer in the amount of \$145,000 from the General Fund 101

contingency to the General Fund Capital Outlay Fund 301 for the Pilaster Jacket Repairs at Mandalay Bay Seawalls Project PW 17-16 (Project No. 191601); and
2. An increase of \$145,000 in Project contingency from \$63,400 to \$208,400 for use in this Project. (This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

5. Housing Department

SUBJECT: 2021 HOME American Rescue Plan Funding.

RECOMMENDATION: That City Council approve the following actions:

1. Authorize the City Manager to accept funds through the HOME American Rescue Plan provided by the Department of Housing and Urban Development;
2. Authorize the City Manager to execute the HOME ARP Grant Agreement by and between the City of Oxnard and the Department of Housing and Urban Development for the use of \$2,772,021; and
3. Direct staff to return to the City Council with a 2021-2022 Annual Action Plan amendment that includes proposed activities and a Funding Allocation Plan for the HOME ARP program once the compliance documentation has been completed.

6. Public Works Department

SUBJECT: Calleguas Water District Annexation at Garden City Acres Park.

RECOMMENDATION: That the City Council approve and authorize the Public Works Director to sign:

1. The Landowners Request to Annex and Approval of Parcel Charge; and
 2. The Indemnification Agreement A-8401 between the Calleguas Municipal Water District and the City of Oxnard for the annexation of property located at 5302 Cypress Road.
- (Public Works and Transportation Committee approved 3-0.)

7. Public Works Department

SUBJECT: First Amendment to Purchase Order #8349 with Badger Meters, Inc. for Advanced Metering Infrastructure (AMI) Capable Water Meters.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Purchase Order #8349 with Badger Meters, Inc. in the amount of \$150,000 for a new total not to exceed value of \$250,000 for replacement water meters through September 1, 2022. (Public Works and Transportation Committee approved 3-0.)

8. Public Works Department

SUBJECT: Agreement A-8402 with Professional Security Consultants for Security Services at Various City Locations.

RECOMMENDATION: That the City Council approve and authorize the:

1. Mayor to execute Agreement A-8402 with Professional Security Consultants, for an initial term ending June 30, 2023 and the option to extend for two consecutive periods of one year each, not to surpass June 30, 2025, and for a total contract not-to-exceed amount of \$2,660,000, for security services at various City locations; and
2. Purchasing Agent to execute amendments to Agreement A-8402 for a total term of three years and five months with a possible termination date of June 30, 2025 and a total not-to-exceed amount of \$2,660,000.

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

Consent Item I.1

The December 7, 2021 regular meeting minutes were pulled for revision. The December 6, 2021 special meeting minutes were approved.

Consent Items I.1 – I.8

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

J. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: DMV Oxnard Field Office Drainage Easement Vacation; Planning and Zoning (PZ) Permit No. 21-660-02 (Easement Vacation)- **Resolution #15,527** to vacate two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, located at 4050 South Saviers Road. (0/0/05)

RECOMMENDATION: That the City Council conduct a public hearing and:

1. Find the project exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
 2. Adopt **Resolution #15,527** to vacate its right, title and interest in the two forty (40) foot wide drainage easements, totaling approximately 24,600 square feet, crossing the two parcels located at 4050 South Saviers Road.
 3. Authorize the Mayor to sign the Quitclaim Deed releasing City authority and/or rights to the access drainage easement State of California for parcels 219-0-110-355 and 219-0-110-405.
- (This item did not originate in Committee.)

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

Joe Pearson II, AICP, Senior Planner, gave a report and answered questions.

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

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

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

2. Community Development Department

SUBJECT: Encanto Homes Subdivision: Request For Approval of Planning and Zoning Permit (PZ) No. 20-300-04 Tentative Tract Map No. 6054 as modified by PZ No. 21-550-03 (Major Modification), for a proposed 27 home subdivision on 4.1 acre (gross) site located at 1101 and 1111 West Second Street (APN: 202-0-233-355) and 1101 West First Street (APN: 202-0-233-345). Filed by Henry Casillas, on behalf of the Oxnard Union High School District, property owner, 451 West Fifth Street, Oxnard, California 93030. (0/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing
2. Find the Project to be Exempt from the California Environmental Quality Act (CEQA), pursuant to

Section 15332 (In-fill Development Projects) of the CEQA Guidelines;

3. Adopt **Resolution #15,528** approving Planning and Zoning Permit No. 20-300-04 Tentative Tract Map No. 6054 as modified by PZ No. 21-550-03 (Major Modification), subject to certain findings and conditions. (This item did not originate in Committee.)

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

Henry Casillas, Project Manager; Joel Kirschenstein, Representative; and Mark DiCecco, Project Architect; presented and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Barbara Macri-Ortiz.

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

It was moved by Councilmember Teran, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Teran, Basua, Zaragoza, Lopez, Madrigal, and Perello voted in favor; the motion carried 6-0-1. Mayor Pro Tem MacDonald recused himself and abstained due to owning property near the project location.

K. REPORTS

1. Public Works Department

SUBJECT: Budget Appropriation for Irrigation Repairs. (0/10/5)

RECOMMENDATION: That the City Council approve and authorize a budget appropriation in the amount of \$400,000 from the General Fund available fund balance to the Parks Division for the use of citywide irrigation repairs.

Michael Wolfe, Public Works Director, presented and answered questions. Public comments were received from Douglas Partello. Discussion ensued among the Council and staff.

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

2. Public Works Department

SUBJECT: Update on Drought Condition Report. (0/10/5)

RECOMMENDATION: That the City Council:

1. Approve the City stay in a Stage 2 water shortage condition pursuant to the City Council approved **Resolution No. 14,741**;
2. Provide feedback on the water conservation outreach, education, and enforcement plan; and
3. Provide feedback on a potential new resolution with the appropriate water shortage stage and conservation measures should a 0% allocation be finalized in Spring 2022.
(Public Works and Transportation Committee approved 3-0.)

Alexander Nguyen, City Manager, presented. Shiri Klima, Deputy City Manager; Michael Wolfe, Public Works Director; and Megan Schneider, Public Works Water Conservation/Outreach Supervisor; answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Lopez, Teran, MacDonald, Basua, Perello, and Zaragoza voted in favor, Madrigal voted against; motion passed 6-1.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:40 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor

MINUTES
OXNARD CITY COUNCIL
January 6, 2022
Special Council Meeting
December 6, 2021

A. ROLL CALL, POSTING OF AGENDA

At 6:02 p.m., Mayor John C. Zaragoza called to order the special meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, and Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

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

Staff members Jason Zaragoza, Deputy City Attorney; Betsy George, Chief Financial Officer; and Steve Howlett, Assistant Public Works Director; participated via videoconference.

Kristen Parks and Douglas Johnson, Consultants with National Demographics Corporation also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

C. PUBLIC HEARINGS

1. City Attorney Department

SUBJECT: Public Hearing Regarding Redistricting of City Council Districts (15/30/30)

RECOMMENDATION: That the City Council conduct a public hearing regarding the redistricting process for City Council districts and receive a presentation from the City's redistricting consultant regarding the maps that have been submitted.

(This item did not originate in Committee.)

Because the presentation will be made by a consultant, the presentation was not prerecorded pursuant to Measure M.

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

Kenneth Rozell, Chief Assistant City Attorney, introduced Kristen Parks and Douglas Johnson, Consultants with National Demographics Corporation, which presented and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received

from Ronald Arruejo, Barbara Macri-Ortiz, Lucy Cartagena, Daniel Chavez, and Debbie Mitchell.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:07 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.2

DATE: February 1, 2022

TO: City Council

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

SUBJECT: Second Amendment to Huitt-Zollars, Inc. Agreement 8790-19-PW – Oxnard Boulevard Bicycle Facilities Installation.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8790-19-PW with Huitt-Zollars, Inc., in the amount of \$43,598 for a new not to exceed agreement amount of \$243,561 for the Oxnard Boulevard Bicycle Facilities Installation, PW 19-96, Project No.183101.

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

BACKGROUND

The Oxnard Boulevard Bicycle Facilities Installation project, as identified in the 2021-2026 Capital Improvement Program, will connect the north Oxnard neighborhoods of Riverpark and the Wagon Wheel Village Master Planned Community. Existing scope includes designing approximately 14,800-feet of class II bicycle lanes in both directions of Oxnard Boulevard from the US 101 to Gonzales Road, sidewalk, signing, striping, and ADA improvements.

On December 3, 2019, the City entered into Agreement 8790-19-PW with Huitt-Zollars, Inc., to provide Plans, Specifications and Estimates (PS&E) for a total of \$194,976. On July 29, 2021, Amendment No. 1 in the amount of \$4,987 was executed resulting in a total agreement amount of \$199,963. Both of the original agreement and Amendment No. 1 were executed by the City Manager per the Purchasing Policy.

Huitt-Zollars, Inc., has completed 95% PS&E and Caltrans has issued the NEPA environmental categorical exclusion.

Project No. 183101 – Oxnard Boulevard Bicycle Facilities Installation PW 19-96 – CIP 2021-2026 – Adopted May 18, 2021 – Page 112.

DISCUSSION

The current scope includes design of pedestrian and Class II on-street bike lane improvements within the State right of way on Oxnard Boulevard at the U.S. 101 freeway on and off-ramps. During design, the team identified additional scope to improve sight visibility for pedestrians crossing the U.S. 101 southbound off-ramp (in Caltrans' right-of-way). The current off-ramp has "free-right" that allows vehicles to make the southbound turning movement onto Oxnard Boulevard without stopping. The additional proposed work will install pedestrian push buttons that, when operated, generate a red-light for the turning movement, alerting vehicles using the off-ramp to stop for pedestrians.

The additional work for Huitt-Zollars, Inc., proposes generating field topography, design of a pedestrian controlled crossing within State right of way with potential relocation of existing poles, improvements to the path of travel to

accommodate ADA, preparation and coordination of a Caltrans Design Standard Decision Document DSDD for any non-standard features such as bike lane striping adjacent to the off-ramp, and additional coordination to secure the Caltrans encroachment permit. The proposed work will be incorporated into the full PS&E.

If approved, Amendment No. 2 increases the agreement amount to \$243,561 and therefore requires the City Council's approval.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for Agreement Amendment No. 2 with Huitt Zollars, Inc., is \$43,598, in Fiscal Year 2021-22. This cost will be funded with existing appropriations from the Circulation System Improvement Fees Fund (account 354-3125-826.82-09), Project No. 183101.

COMMITTEE OUTCOME

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

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Amendment No. 2
2. Huitt Zollars, Inc. Original Agreement - 8790-19-PW & First Amendment

SECOND AMENDMENT TO PROFESSIONAL SERVICES

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 1st day of March 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Huitt-Zollars (“Consultant”). This Second Amendment amends the Agreement entered into on November 5, 2019, by City and Consultant. The Agreement previously has been amended on July 26, 2021.

City and Consultant agree as follows:

1. In Section 14 of the Agreement the amount, “\$199,963” is hereby amended to the amount \$243,561.”
2. The reference to the, “Exhibit C-1 Compensation Rates” everywhere it is listed both on the Cover Page and in the Agreement to add also the, “Exhibit C-2 Compensation Rates.” The, “Exhibit C-2 Compensation Rates,” is attached hereto and incorporated herein by this reference.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

HUITT-ZOLLARS, INC.

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

Kevin Carter, Vice President _____ Date

Jon Anthony Sosebee, PE _____ Date
Secretary & Principal

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.

October 5, 2021
Revised 11/23/2021

Contact Person

Ms. Debbie O'Leary
City of Oxnard
214 S C Street
Oxnard, California 93030

Mr. Kevin C. Carter, PE, Vice President
90 E. Thousand Oaks Boulevard, Suite 201
Thousand Oaks, California 91360
(P) 805.418.1802 ext. 11555 (E) kcarter@huitt-zollars.com

Subject: Oxnard Blvd Bicycle Facilities 8790-19-PW - Design Change Order for Caltrans Pedestrian/Bicycle Traffic Signal, Island Modifications & Permitting - HZ Proposal No. P311345.01.04 - Revised

Dear Ms. O'Leary:

Huitt-Zollars Inc. is pleased to provide this fee proposal for the subject project for additional design and coordination for Caltrans permitting to divert the bicycle traffic through the pork chop island and install a pedestrian/bicycle signal for the free right ramp traffic on Oxnard Boulevard and 101 Freeway (SW quadrant). A Design Standard Decision Document (DSDD) will be required for the modifications.

The design will include generating field topography around the island and path of travel for ADA details; traffic signal design for a new pedestrian controlled crossing with potential relocation of existing poles; preparation of the DSDD, meeting/coordinating with Caltrans and the City, and modifying the existing plans to accommodate these improvements.

The deliverables will include plans (civil & traffic signal) and the DSDD. Our fee for this work will be \$43,598. As previously agreed, we are tracking \$23,633 for future replenishment of contract funds for construction support. The funds for Tasks 2.05, 2.10, 3.01 and 4 were temporarily reduced to \$0 to fund the prior change order with the intention of refunding All Tasks at a later date.

Please see the attached detailed fee spreadsheet for the changes outlined above. In summary:

Fee for Additional Work	\$43,598
Prior Contract Amount	\$199,963
Revised Contract Amount	\$243,561

Please note we will need the City's assistance to streamline the Caltrans approval process to accomplish the work within this budget. Please contact me with any questions.

Sincerely,
Huitt-Zollars, Inc.



Kevin C. Carter, PE
Vice President/Managing Principal

Exhibit C-2 Compensation Rates

OXNARD BOULEVARD BICYCLE FACILITIES INSTALLATION - RFP PW19-96 - CHANGE ORDER FOR CALTRANS PED SIGNAL, ISLAND MODS & PERMITTING																	
STAFF HOURS BY TASK																	
HUITT-ZOLLARS INC.																	
October 5, 2021																	
	Haslinger	Taylor	Carter	Vlassis	Rivera	Gallegos	JD	Duenez	Bustos	Lenherr	Hanson						
Task	Princ In Charge	QA Mgr	Sr Proj Mgr	Sr Civil Engr	Sr Traffic Engr	Traffic Engr	EIT	Designer	Sr Proj Support	Survey Mgr	Sr Proj Surveyor	Survey Tech	Survey Crew (2)	Total Hours	Reimb Expenses	TOTAL FEE	
	\$342	\$265	\$281	\$265	\$153	\$112	\$102	\$132	\$96	\$256	\$200	\$132	\$328				
1.0 Caltrans Ped Signal, Island Modification & Permitting																	
1.01 Field Topography Survey			2				4			2	4	8	8	28		\$5,962	
1.02 Prepare Civil Plans			8				8	40						56		\$8,344	
1.03 Prepare Traffic Signal Plans			4		24	54	16							98		\$12,479	
1.04 Prepare Design Standard Decision Documentation (DSDD)			8			4		4	2					18		\$3,416	
1.05 Meetings with City Staff			8						2					10		\$2,439	
1.06 Meetings with Caltrans Staff			8						2					10	\$50	\$2,489	
1.07 Submit Plans & DSDD to Caltrans	1	2	4					4						11	\$50	\$2,572	
1.08 Revise Plans & DSDD per Caltrans Comments	1	2	4		2	8	2	8						27		\$4,458	
1.09 Obtain Caltrans Permit and DSDD Approval			4					2						6	\$50	\$1,438	
TOTAL without Optional Tasks	2	4	50	0	26	66	30	58	6	2	4	8	8	264			
	\$683	\$1,058	\$14,044	\$0	\$3,965	\$7,410	\$3,062	\$7,656	\$577	\$513	\$800	\$1,056	\$2,623	\$43,448	\$150	\$43,598	
TOTAL ESTIMATED FEE (ALL TASKS)																\$ 150	\$ 43,598

G:\projects\R311345.01 - Oxnard Blvd Bike Facilities 8790-19-PW\01 Contract\01.1 Proposals\RFP-SOQ Proposal\[PW 19-96 Oxnard BI Bike Fee Estimate.xlsx]OxBI Bike Caltrans Ped Signal

Prior Increase to Contract \$ 4,987

Original Contract Amount \$ 194,976

Revised Contract Amount CO 1 \$ 199,963

Revised Contract Amount CO 2 & Replenished Amount \$ 243,561

Replenish Previously Reduced Construction Support (Future) \$ 23,633

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this 5th day of November, 2019, by and between the City of Oxnard, a municipal corporation (“**City**”), and Huitt-Zollars, Incorporated (“**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Services**” or collectively the “**Project**”). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Debbie O’Leary, Transportation Planner (“**Manager**”), subject to the direction of the City Manager or Public Works Director.

6. Place of Work

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

7. Correction of Errors

Consultant 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.

8. Time for Performance

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

9. Principal in Charge

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

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on November 5, 2019, and expire on November 5, 2022.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery

or mailing of such notice; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$194,976 for the Services at rates provided in Exhibit C attached hereto and incorporated herein by this reference.

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

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

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

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

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

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

b. Consultant acknowledges that this is a federally and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 19 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.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

- a. Whether the Project is proceeding on schedule and within budget;
- b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;
- c. Major construction accomplishments during the month and/or quarter;
- d. Any actual or anticipated problems which could lead to delays in schedule,

increased costs or other difficulties;

e. The status of the Project budget; and

f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence,

recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a "**Claim**" and collectively the "**Claims**").

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

d. Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

28. Successors and Assigns

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

29. Fair Employment Practices

a. All persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. During the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and specifications for such facilities to the provisions of California Government Code sections 4450

and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

34. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

35. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

36. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title

23 Code of Federal Regulation [“CFR”] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines), now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [“PCC”] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

40. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to

enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

41. Counterparts

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

42. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

43. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

44. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to 90 E. Thousand Oaks Blvd., Suite 201, Thousand Oaks, CA 91360-5757.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

47. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

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

CITY OF OXNARD

HUITT-ZOLLARS, INCORPORATED



Alexander Nguyen,
City Manager

11/08/2019

Date

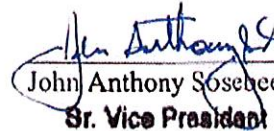


Kevin Carter, Vice President

10/12/2019

Date

ATTEST:


John Anthony Sosebee, Secretary
~~Sr. Vice President~~

10/11/2019

Date

N/A

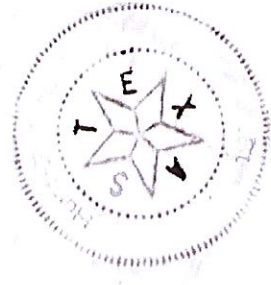
Michelle Ascencion, City
Clerk (only if Mayor signs)

Date

APPROVED AS TO FORM:


Stephen M. Fischer,
City Attorney

10-10-19
Date



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CITY OF OXNARD

HUITT-ZOLLARS, INCORPORATED

Alexander Nguyen, Date
City Manager

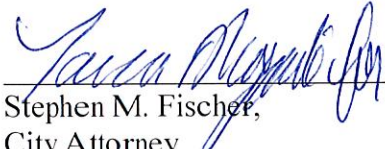
Kevin Carter, Vice President Date

ATTEST:

John Anthony Sosebee, Secretary Date

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

APPROVED AS TO FORM:

 10-10-19

Stephen M. Fischer, Date
City Attorney

EXHIBIT A

SCOPE OF SERVICES

TASK 1 – PRELIMINARY INVESTIGATION AND DESIGN

Task 1.01 – Project Work Plan and Schedule

Huitt-Zollars will utilize the Project Milestone Schedule through the design phase of the project.

Huitt-Zollars will also produce a Work Plan for the kick-off meeting with City staff. The Work Plan will include the project scope, design issues, Consultant team and City Staff responsibilities, the Project Schedule, a List and Delineation of Deliverables, a Quality Assurance and Control Plan, Design Budgets and Design Criteria/Codes/Standards/Constraints. The Work Plan is not anticipated to be updated after the kick off meeting. The schedule can be updated once during the project at the City's request.

Deliverables: Project Schedule and Project Work Plan.

Task 1.02 – Project Kick-Off Meeting

Huitt-Zollars will prepare for and conduct the project kick-off meeting at the City offices. Huitt-Zollars will present the project work plan and schedule for discussion. The design team (HZ and City staff) will discuss the design parameters and site challenges. The city will provide contact information and roles for the key design decision makers. Huitt-Zollars will prepare meeting notes for distribution.

Deliverable: Meeting Notes, Project Work Plan, Project Schedule.

Task 1.03 – Field Reconnaissance

Huitt-Zollars will field review existing conditions and identify major potential issues relative to constructability, grading and drainage, safety, ADA compliance, utility conflicts and possible existing utility room and communications issues. Yeh and Associates will drill up to three borings along the sidewalk alignment for the necessary retaining wall. Yeh will provide a report with design parameters for the retaining wall.

Deliverable: Findings incorporated into the topography and design. Geotechnical Report for Retaining Wall.

Task 1.04 – Civil Research and Investigation

Huitt-Zollars will gather and map public utility information and utility company records (gas, cable, electrical, telecommunications, sewer, water and storm drain) to ensure the utility information included in the design plans is as accurate as public records allow and further identify potential challenges, conflicts and opportunities. Franchise utility letters and/or e-mail correspondence for gas, cable, electrical, and telecommunications will be sent to the City Project Manager, who will then review and send to the utility companies requesting record information for mapping. This does not include field underground investigation such as potholes, ground penetration radar and electromagnetic locating. To streamline the design time, this effort will only be undertaken for areas where excavation will occur. Huitt-Zollars will collect record drawings from the City of all existing traffic signals for modification. The record drawings will be the basis for the modification design.

Deliverable: Findings incorporated into the topography and design.

Task 1.05 – Survey Research and Design Survey

Huitt-Zollars will use the City's GIS data supplemented with the prior survey information Huitt-Zollars has from their work on the Oxnard Village development, further augmented by localized field surveys where hard improvements will be constructed. This process will have the benefit of streamlining the cost and time of survey.

Huitt-Zollars will research at the City of Oxnard and Ventura County Department of Public Works survey records information to generate an alignment to be used for survey control. The Basis of Bearings for the project will be based on recorded subdivision mapping in the area. The vertical datum (NAVD 88) will be based on the Ventura County Department of Public Works Benchmarks and Huitt-Zollars will tie into the closest vertical Benchmark.

A. Design Survey

Huitt-Zollars will provide partial cross-sections, at 25-foot intervals, for the median realignment and sidewalk installation areas. The cross sections will extend from adjacent lane line to the Right of Way and will include shots at the top of curb, gutter flow line, edge of pavement, striping, sidewalk and any existing utilities within the street.

B. Right-of-Way Engineering

Huitt-Zollars will define a “Control Line,” for Oxnard Boulevard that will be based upon found survey monuments, together with existing and proposed improvements. This “Control Line” will then be used to confirm the existing right-of-way and to determine if right-of-way acquisition is necessary.

Deliverable: Collected Field Survey data in CAD and/or PDF format.

Task 1.06 – Develop Preliminary 30% Design Concept and Estimate

Huitt-Zollars will merge all the gathered information with the information provided by the City to develop the preliminary design concept to 30% plans. Huitt-Zollars will balance the City’s standards with the MUTCD and the grant scope with the construction cost.

Once the preliminary design and budget have been generated, Huitt-Zollars will meet and discuss with the City and agree on the path forward. Once the preliminary design is accepted by the City and Caltrans grant administrator, Huitt-Zollars can meet with Caltrans for permitting.

Deliverable: Findings incorporated into the topography and design.

TASK 2 – CONSTRUCTION DOCUMENTS

Task 2.01 – Prepare 60% Design Documents

Huitt-Zollars will incorporate comments from the 30% submittal and further develop the PS&E to 60%. Yeh & Associates will provide a geotechnical investigation for the design of select roadway improvements along approximately 14,800 feet of Oxnard Boulevard. The scope of Huitt-Zollars geotechnical services for this project will focus on design of a proposed retaining wall up to 4-feet high that will be needed along an approximately 950-foot segment between Orchard Place and the Vineyard Plaza shopping center to accommodate new sidewalk. Civil Research and Investigation coring and subgrade evaluation along limited segments of the project, where new pavement design sections are needed. Yeh’s scope of services assume that the proposed project will not require design modifications to existing food control facilities or bridge abutment walls located near the project site.

Anticipated Plan Sheet List (40 scale):

Title Sheet - 1
Typical Sections - 1
Striping Plan (double strip) - 4
Plan & Profile - 3
Storm Drain Plan/Profile - 1
Retaining Wall Plan - 3

Detail Sheet - 1

Orchard Traffic Signal - 2

Traffic Signal Modifications (3 locations) - 3

Total Sheets - 19

Deliverable: 60% Plans, Specifications & Estimate submitted to City.

Task 2.02 – Prepare 95% Design Documents

Huitt-Zollars will incorporate comments from the 60% submittal and further develop the PS&E to 95%.

Deliverable: 95% Plans, Specifications & Estimate submitted to City/Caltrans.

Task 2.03 – Prepare 100% Design Documents

Deliverable: Final Plans, Specifications and Estimate for Bidding.

Task 2.04 – Construction Authorization

Huitt-Zollars will assist the City in obtaining Caltrans Encroachment Permit and Construction Authorization from the Local Assistance Engineer at Caltrans.

Deliverable: Caltrans Encroachment Permit application, Construction Authorization application & 7 sets of plans.

TASK 3 – BID PERIOD SUPPORT

Task 3.01 – Project Work Plan and Schedule

Bidding phase support services are provided on an as-needed basis at the direction of the client. Huitt-Zollars is available to support the City, as requested, in completing some or all of the following tasks:

1. Responding to bidders questions

Deliverables: Responses to questions, as requested.

TASK 4 – CONSTRUCTION SUPPORT

Task 4.01 – Project Work Plan and Schedule

Huitt-Zollars will assist the City on an as-needed basis at the direction of the client during project construction. Huitt-Zollars is available to support the City, as requested, in completing some or all of the following tasks:

1. Attending Pre-Construction Meeting
2. Attending Site Construction Meetings
3. Reviewing Shop Drawings and Submittals
4. Responding to Contractor's Requests for Information
5. Providing periodic field observations during construction
6. Interacting with Material Testing Consultants
7. Preparing Record Drawings

Deliverables: Meeting minutes, responses to RFI, Field Reports, as requested.

EXHIBIT B

SCHEDULE OF SERVICES

Time is of the essence for this project due to the Caltrans Congestion Mitigation Air Quality (CMAQ) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action in November 2019. The Consultant shall begin work as soon as the NTP is issued. City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

Consultant shall produce a delivery schedule as part of TASK 1.01 Project Work Plan and Schedule.

EXHIBIT C
COMPENSATION RATES
(see attached tables that follow)

* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

EXHIBIT INS-A

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. 8790-19-PW
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

10/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. 8790-19-PW****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

[illegible]

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

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

NAMED INSURED	
---------------	--

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____

with an Aggregate of \$_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

OTHER PROVISIONS

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

\$ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name:

Address:

Telephone: ()

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. 8790-19-PW

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____ (original signature required)

Telephone: () Date Signed _____

EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.
3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E

NONDISCRIMINATION ASSURANCES

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-

8790-19-PW

aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant:

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

FIRST AMENDMENT TO PROFESSIONAL SERVICES

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 26th day of July, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Huitt-Zollars, Incorporated ("Consultant"). This First Amendment amends the Agreement entered into on November 5, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement the date, "November 5, 2022," is hereby amended to the date, "November 5, 2024."
2. In Section 14 of the Agreement the amount, "\$194,976," is hereby amended to the amount, "\$199,963."
3. The reference to the, "Exhibit C Compensation Rates," everywhere it is listed and in the Agreement is hereby amended to add also the, "Exhibit C-1 Compensation Rates." The, "Exhibit C-1 Compensation Rates," is attached hereto and incorporated herein by this reference.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

HUITT-ZOLLARS, INCORPORATED

[Signature] 7/26/2021
☐ John C. Zaragoza, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

[Signature] 7/6/2021
 Kevin Carter, Vice President² Date

[Signature] 7/3/2021
 John Anthony Sosebee, PE Date
 Secretary *Principal*

ATTEST:

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



APPROVED AS TO FORM:

[Signature] 6-28-21
 Stephen M. Fischer, City Attorney (always required) 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

HUITT-ZOLLARS, INCORPORATED

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

Kevin Carter, Vice President² _____ Date

ATTEST:

John Anthony Sosebee, _____ Date
Secretary

N/A

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

APPROVED AS TO FORM:

 for 
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.

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- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBIT C-1 COMPENSATION RATES

OXNARD BOULEVARD BICYCLE FACILITIES INSTALLATION - RFP PW19-96 - CHANGE ORDER FOR CALTRANS PERMITTING

STAFF HOURS BY TASK

HUITT-ZOLLARS INC.

May 20, 2021, Revised June 16, 2021

Task	Haslinger	Taylor	QA Mgr	Sr Proj Mgr	Sr Civil Engr	Rivera	Gallegos	Bihis	Duenes	Bustos	Lenherr	Hanson	Survey Tech	Total Hours	Reimb Expenses	TOTAL FEE
	Princ In Charge	\$342	\$205	\$281	\$265	\$153	\$112	\$102	\$132	\$96	\$256	\$200	\$132			
1.0 Caltrans Permitting and DSDD																
1.01 Generate/Consolidate Topography			2						8		1	2	4	17		\$2,802
1.02 Prepare Alternative Exhibits			8					0	40					48		\$7,527
1.03 Revise Striping Plans			4			0	0	0	16					20		\$3,236
1.04 Prepare Design Standard Decision Documentation (DSDD)				6		0	0		2	0				8		\$1,949
1.05 Meeting with City Staff				12										12		\$3,371
1.06 Meetings with Caltrans Staff				8										8		\$2,247
1.07 Submit Plans & DSDD to Caltrans	1	2	4	4					4					11	\$0	\$2,522
1.08 Revise Plans & DSDD per Caltrans Comments	1	2	4	4					12					19		\$3,578
1.09 Obtain Caltrans Permit and DSDD Approval				4				0	2	0				6	\$0	\$1,388
TOTAL without Optional Tasks	2	4	52	0	0	0	0	0	84	0	1	2	4	149		
	\$683	\$1,058	\$14,606	\$0	\$0	\$0	\$0	\$0	\$11,088	\$0	\$256	\$400	\$528	\$28,620	\$0	\$28,620
TOTAL ESTIMATED FEE (ALL TASKS)																\$ 28,620

G:\projects\R311345.01 - Oxnard Blvd Bike Facilities 8790-19-PW\01 Contract\01.1 Proposals\RFP-SOQ Proposal\PW 19-96 Oxnard BI Bike Fee Estimate.xlsx\OxBI Bike Caltrans CO Neg 6-16

Items from Original Contract to be Adjusted to \$0 and funds moved to Fund this

CO, All Items to be re-funded at Construction Award

2.05 Construction Authorization	\$ 1,124
2.10 Grant Reporting (Design Phases Only)	\$ 2,070
3.01 Pre-Bid Meeting	\$ 96
4.0 Construction Support	
4.01 Pre-Construction Meeting	\$ 1,174
4.02 Site Construction Meetings (3 @ 1/month)	\$ 1,835
4.03 Review Shop Drawings & Submittals	\$ 3,371
4.04 Respond to Requests for Information	\$ 1,124
4.05 Review Contractor Progress payments	\$ -
4.06 Field Observations (4 @ 2 hrs each)	\$ 2,447
4.07 Coordinating with City & other Consultants	\$ 4,494
4.08 Preparing Record Drawings	\$ 5,898
Total Adjustment to Original Contract Items	\$ 23,633

Net Increase to Contract \$ 4,987

Original Contract Amount \$ 194,976

Revised Contract Amount \$ 199,963

Anticipated CO at Award of Construction \$ 23,633

EXHIBIT C-1 COMPENSATION RATES

[illegible]



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.3

DATE: February 1, 2022

TO: City Council

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

SUBJECT: Agreement A-8427 to GSE Construction Company, Inc. for the Blending Station 4 Pipe Island Improvement Project, Specification No. PW 21-77.

RECOMMENDATION

That the City Council approve and authorize the following for a total of \$370,375 in Project funds for the Blending Station 4 Pipe Island Improvement Project, Specification No. PW 21-77 (Project No. 226505):

1. The Mayor to execute Agreement A-8427 with GSE Construction Company, Inc. in the amount of \$296,300 for the Project;
2. A Project contingency amount of \$44,445; and
3. A Project allocation of \$29,630 for engineering, inspection, and project management.

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

BACKGROUND

Constructed in 1992, the City's Blending Station 4 provides potable water to the City of Oxnard by blending groundwater and imported water supplied by United Water Conservation District and Calleguas Municipal Water District, respectively. The Station was originally designed as a blending and booster pump station, however, a change in operational parameters removed the need for the booster pumps. Although there has been general maintenance and coating of the mechanical equipment, the pipework and appurtenances have reached the end of their useful life. The Project scope consists of demolition of existing pipework, pumps, and associated electrical components, and the installation of new pipework, valves, flow meter, and instrumentation.

Capital Improvement Project (CIP) Reference

Project No. **226505** – Blending Station 4 Pipe Island Improvement Project PW 21-77 - CIP 2021-2026 - Adopted June 16, 2020 – Page 178.

DISCUSSION

The Blending Station 4 Pipe Island Improvement Project was identified and prioritized as part of the City's Capital Improvement Program due to the equipment reaching the end of its useful life and pinhole leaks. The Project is a proactive approach to asset replacement and ensures reliable operation of the Blending Station. An existing bypass allows the Water Division to continue regular service for the duration of construction.

The specific work for the Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to complete the Project in accordance with the plans, specifications, and Contract Documents. The Project has a construction duration of 25 working days, not including the lead-time for equipment procurement and delivery.

The notice inviting formal bids (NIFB) on the Project was published on December 2, 2021, and all bids were due and opened on December 20, 2021. The City received the following bids:

GSE Construction Company, Inc. \$296,300
Cora Constructors, Inc. \$313,850
J.R. Filanc Construction Company, Inc. \$344,500
Union Engineering Company, Inc. \$374,460
Spiess Construction Company, Inc. \$388,500

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

Additional funds estimated in the amount of \$74,075 are needed for the project which includes \$44,445 for project contingency (15% of the contract costs) and \$29,630 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management bringing the total estimated cost of the project to \$370,375. The 15% project contingency has been requested to cover unforeseen conditions including extent of concrete demolition, concrete restoration, and condition of buried pipework.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the Blending Station 4 Pipe Island Improvement Project No. 226505 shall not exceed \$370,375 which includes Agreement A-8427 with GSE Construction Company, Inc., contingency and project allocation. The Blending Station Upgrades Project No. 226505 has an available project budget balance of \$680,000 from the Water Operating Fund (601).

COMMITTEE OUTCOME

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

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement A-8427

CONTRACT

CITY OF OXNARD CONTRACT FOR BLENDING STATION 4 PIPE ISLAND IMPROVEMENT PROJECT SPECIFICATION NO. PW 21-77

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2022 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GSE CONSTRUCTION COMPANY INC. ("Contractor"). Contractor's license number is 401498.

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

1. **Incorporation.** The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. **Scope of Services.** Contractor shall perform the Work in a good and workmanlike manner for the project identified as BLENDING STATION 4 PIPE ISLAND IMPROVEMENT PROJECT SPECIFICATION NO. PW 21-77 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. **Compensation.** In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two hundred ninety-six thousand, three hundred dollars (\$296,300) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. **Antitrust Claims.** In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. **Prevailing Wages.** City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. **Workers' Compensation.** Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

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

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

GSE CONSTRUCTION COMPANY INC.

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

Dennis Gutierrez, CEO² _____ Date _____

Iris Sosa, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

 _____ (12-29-21)
Stephen M. Fischer, City Attorney (always required) _____ Date _____

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

² The City requires the following for any contract:

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

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

Exhibit INS-G
**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

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

e. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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

City of Oxnard
Insurance Compliance
Reference No. A-8427
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract Contractors Pollution Liability and Contractors Pollution Errors & Omissions				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 PER CLAIM / OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. A-8427

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the aCity@)**

SUBMIT IN DUPLICATE

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

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

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

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

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

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

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

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

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

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

6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

- a) Insurance Services Office Commercial General Liability Coverage, aoccurrence@ form CG0001; or
b) If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. A-8427

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: (_____) _____ Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)**

SUBMIT IN DUPLICATE

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

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. A-8427

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as BLENDING STATION 4 PIPE ISLAND IMPROVEMENT PROJECT SPECIFICATION NO. PW 21-77.

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

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

(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

a contract (the "Contract") for the Work described as BLENDING STATION 4 PIPE ISLAND IMPROVEMENT PROJECT SPECIFICATION NO. PW 21-77.

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

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

(Name and address of Surety)

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR BLENDING STATION 4 PIPE ISLAND IMPROVEMENT PROJECT

SPECIFICATION NO. PW 21-77

Bidder's Name: GSE Construction Company Inc.

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
1.	Mobilization and demobilization (10% maximum of Total Bid Price)	LS	1	LUMP SUM	\$ 26,000. ⁰⁰
2.	Demolition	LS	1	LUMP SUM	\$ 25,000. ⁰⁰
3.	Pumping & Related Appurtenances	LS	1	LUMP SUM	\$ 171,200. ⁰⁰
4.	Electrical Work	LS	1	LUMP SUM	\$ 40,000. ⁰⁰
5.	Chemical Storage Tank	LS	1	LUMP SUM	\$ 35,000. ⁰⁰
6.	Cleanup and Project Closeout	LS	1	LUMP SUM	\$ 5,000. ⁰⁰
7.	Sheeting, Shoring and Bracing	LS	1	LUMP SUM	\$ 100. ⁰⁰
Total Bid Price:					\$ 296,300. ⁰⁰

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

EXHIBIT A

material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 296,300.00

TOTAL BID PRICE IN WORDS: Two Hundred and Ninety Six Thousand Three Hundred Dollars

Contractor must complete all Work within twenty five (25) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>12/9/21</u>
#02	<u>12/15/21</u>

Addendum:	Date Received:
#03	<u> </u>
#04	<u> </u>

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

Signature: 
Print: Steve Mazza

Title: Chief Operating Officer
Date: 12/14/21

Signature: 
Print: Iris Sosa

Title: Secretary
Date: 12/14/21



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.4

DATE: February 1, 2022
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Tobacco Grant Program Award FY 2021-2025

RECOMMENDATION

That City Council adopt a resolution:

1. Authorizing the City Manager a prior execution and submission of an application for the U.S. Department of Justice (DOJ) grant funds in the amount of \$410,944.00 from the Tobacco Grant Program FY 2021-2025.
2. Authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the California Department of Justice (DOJ) to receive and expend grant funds, and designating the City of Oxnard as the fiscal agent for the Tobacco Grant Program;
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award;
4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims, and approve administrative budget appropriation for the use of Tobacco Grant funds upon award; and
5. Authorizing the Chief of Police or designee to submit program-related progress or status reports.

BACKGROUND

The California Healthcare, Research and Prevention Tax Act of 2016 (Proposition 56) provides local public agencies with funding to promote a healthier California by reducing illegal sales and marketing of cigarettes and tobacco products to minors. The Office of the Attorney General makes these annual funds available to local law enforcement agencies through DOJ's Tobacco Grant Program.

Approved by voters in 2016, Proposition 56 increased taxes on cigarettes and other tobacco products by \$2.00 effective as of April 2017. The initiative specifically allocates \$30 million of annual revenue to the California Department of Justice. These funds support local law enforcement efforts to reduce the illegal sale of tobacco products to minors.

The grant funds up to a three-year cycle. The City of Oxnard is eligible to receive an award of \$410,944.00. Matching funds are not required.

Funds from this grant can be used to enforce state and local laws related to the illegal sale and marketing of tobacco products to minors and youth including: retailer compliance checks, retailer training programs, installation of signage, youth outreach, tobacco retail license inspections, preventing and deterring use of tobacco products on school premises.

The application deadline for the tobacco grant program was on April 14, 2021. Staff is requesting that the City Council affirm their authorization of the grant submittal.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

- Educate and engage students, parents, and young adults on tobacco use; including its dangers and health risks.
- Reduce secondhand smoke and exposure in public areas by education and enforcement in non-smoking areas.
- Collaborate with businesses and outside agencies to address tobacco use and sales compliance in the City of Oxnard.
- Conduct inspections to ensure tobacco retail establishments have appropriate state & local licenses and are in compliance with state and local laws.

FINANCIAL IMPACT

This is a three-year cycle grant fund for fiscal years 2022-2025 with an annual funding amount as follows:

Category of Expenditure	Budget	Budget	Budget	Budget
	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025
Personnel Costs	\$116,375	\$116,375	\$116,375	\$0
Operating Expenses and Equipment	\$15,750	\$15,750	\$10,750	\$0
Administrative Costs (Not to Exceed 5%)	\$6,606	\$6,606	\$6,357	\$0

The time limit for reimbursements against this award ends on June 30, 2025. Approval of this recommendation will have no effect on the General Fund Operating Reserve. This grant does not require any matching contribution. The funding will serve to supplement public safety and will not supplant existing effort.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luis McArthur, Police Commander

ATTACHMENTS

1. Tobacco Grant Resolution FY 21-25
2. MOU Oxnard PD

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF A PREVIOUSLY SUBMITTED GRANT APPLICATION AND APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING DESIGNATING THE CITY OF OXNARD AS THE LEAD AGENCY AND FISCAL AGENT FOR GRANT FUNDS

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

WHEREAS, U.S. Department of Justice (“DOJ”) grant funds in the amount of \$410,944 from the DOJ Tobacco Grant Program FY 2021-2025; and

WHEREAS, an application for the Tobacco Grant must be submitted by Oxnard Police Department within the County of Ventura; and

WHEREAS, the Police Department submitted the grant application on or before April 14, 2021; and

WHEREAS, the Police Department has requested the City Council approve the awarded grant by the U.S. Department of Justice for \$410,944.

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

1. The City Manager is authorized to execute and submit a grant application for the U.S. Department of Justice (“DOJ”) Tobacco Grant Program.
2. The City Manager is authorized to execute a Memorandum of Understanding with the DOJ to receive and expend Tobacco Grant Program funds.
3. The City Manager or designee is authorized to execute grant agreements.
4. The Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve administrative budget adjustments for the use of the grant funds.

///
///
///
///
///
///

5. The Chief of Police or designee is authorized to submit all program related progress or status reports.

PASSED AND ADOPTED THIS ____ day of _____, 20__, 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

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Department of Justice (hereinafter, "Department") and the Oxnard Police Department (hereinafter, "Grantee"), to provide grant funds to Grantee for expenditure in compliance with the Grantee Handbook. The Grantee will expend funds for the purposes identified in the approved Summary of Award document to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the "Act"), approved by the voters as Proposition 56.

The Request for Proposals, Grantee Handbook (dated March 2021), and Summary of Award document are hereby incorporated by reference into this MOU.

COST REIMBURSEMENT

The Department agrees to reimburse Grantee in arrears, for Grantee's actual expenditures in performing the project or scope of work included in the approved Summary of Award document, upon receipt of invoices from Grantee and approval of the invoices by the Department, in accordance with the reimbursement procedures set forth in the Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the Department shall have the option to either cancel this MOU with no liability occurring to the Department, or offer an addendum to the Grantee to reflect the reduced amount.

ADMINISTRATION

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, the Department may take one or more of the actions described under Noncompliance in the Grantee Handbook.

MISCELLANEOUS PROVISIONS

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless the Department, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The Department may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

MSGrant Duration: **12/1/2021 – 6/30/2025**

Award Amount				
Category of Expenditure	Budget FY 2021-2022	Budget FY 2022-2023	Budget FY 2023-2024	Budget FY 2024-2025
Personnel Costs	\$116,375	\$116,375	\$116,375	\$0
Operating Expenses and Equipment	\$15,750	\$15,750	\$10,750	\$0
Administrative Costs (Not to Exceed 5%)	\$6,606	\$6,606	\$6,357	\$0
TOTAL AWARD AMOUNT	\$410,944			

The time limit for reimbursements against this award ends 6/30/2025. Requests received after 7/15/2025 cannot be reimbursed by the Department.

GRANTEE CONTACT INFORMATION

Luis McArthur, Commander
 Oxnard Police Department / Patrol
 251 South C Street, Oxnard, CA 93030
 (805) 385-7600
 luis.mcarthur@oxnardpd.org

Hannah Estrada, Sergeant
 Oxnard Police Department / Patrol
 251 South C Street, Oxnard, CA 93030
 (805) 391-4598
 hannah.estrada@oxnardpd.org

Maria Peña, Senior Officer
 Oxnard Police Department / NPT
 251 South C Street, Oxnard, CA 93030
 (805) 857-8132
 maria.pena@oxnardpd.org

AUTHORIZATION

The Department and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be mailed to the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

ALEXANDER NGUYEN
 City Manager
 City of Oxnard

 Date

STEPHEN M. FISCHER
 City Attorney
 City of Oxnard

 Date

STACY HEINSEN, GRANT MGR.
Division of Operations
California Department of Justice

Date

CHRIS RYAN, CHIEF
Division of Operations
California Department of Justice

Date



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

DATE: February 1, 2022

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Mobile Home Park Rent Stabilization System Annual Activity Report for 2021.

RECOMMENDATION

That the City Council receive and file the 2021 Annual Activity Report for the Mobile Home Park Rent Stabilization System, as adopted by the Mobile Home Park Rent Review Board.

BACKGROUND

The Mobile Home Park Rent Review is a quasi-judicial body established pursuant to Chapter 24-5 of the City Code. Pursuant to Chapter 24-6 of the Code, the Board is required to submit an annual report of the Rent Stabilization System's activities to the City Council.

At its meeting of December 13, 2021, the Board adopted the attached Annual Activity Report for 2021, and authorized and directed Board Chairman Felipe Flores to execute and transmit it to the City Council. In summary, the report includes the following highlights:

1. The maximum space rent increase is based on the change in the consumer price index (CPI) within the twelve-month period from August to August. The maximum permissible increase was 2.02 percent.
2. There are twenty mobile home parks in Oxnard, ranging in size from thirty-nine spaces to 259 spaces. Eighteen of the parks applied for a 2.02% CPI space rent increase that took effect in calendar year 2021.
3. One home owner filed a protest in 2021 challenging the respective rent increases alleging service level reductions. However, the Hearing Officer ruled that the homeowner had not met their burden of proof, thus the CPI rent increase was approved.

STRATEGIC PRIORITIES

The Mobile Home Rent Stabilization Ordinance was adopted as part of the City Code in 1982 and last amended in 1998. It does not fall squarely into any of the five priorities that Council adopted for FY 2021-2025.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Karl Lawson, Compliance Services Manager

ATTACHMENTS

1. Annual Activity Report for 2021
2. 2021 Mobile Home Rent Review Board Annual Report Presentation

ANNUAL ACTIVITY REPORT FOR 2021

CITY OF OXNARD MOBILE HOME PARK RENT REVIEW BOARD

1. THE BOARD

The Mobile Home Park Rent Review Board consists of three Commissioners who were appointed to three-year terms at the City Council meeting of January 23, 2018: Cynthia Daniels, Felipe Flores, and Martin Lee Remmen; plus Commissioner Efrain Jimenez, appointed by City Council on May 21, 2019; and Commissioner Eric Fruth, appointed by City Council on March 16, 2021.

2. BOARD MEETINGS

The Rent Review Board met once in 2021, on December 13, 2021.

3. PROCESSING OF RENT INCREASE APPLICATIONS IN 2021

A. Types of Space Rent Increases

Chapter 24 of the City Code establishes two mechanisms by which owners of mobile home parks in the City may apply for general space rent increases. Chapter 24-9 of the Code defines the procedure for C.P.I. (Consumer Price Index) Formula Adjustment increase applications, and Chapter 24-10 creates the mechanism for applying for Discretionary Rent Increases.

B. Calculation of C.P.I. Space Rent Increases

The formula by which the maximum permissible C.P.I. space rent increase for which a park may apply is set forth in Chapter 24-9(A)(1), and is based on the change in the C.P.I. from August of one year to August of the next year. Whenever that change is 4 percent or less, the maximum permissible space rent increase for the next calendar year is equivalent to 100% of that August-to-August percentage change. The C.P.I. change has not exceeded that 4% threshold since 2008. The permissible C.P.I. space rent increase for rent increases applied for in 2021, as determined by the inflation rate, is 2.02%. For calendar year 2022, the permissible increase will be exactly 4.0%. Maximum permissible increases in recent years have been as indicated below:

2021:	2.02%	2015:	1.81%
2020:	2.97%	2014:	0.84%
2019:	3.87%	2013:	2.32%
2018:	2.82%	2012:	2.41%
2017:	1.43%	2011:	0.83%
2016:	1.14%		

There was no increase permitted in 2010, 2009 was a deflationary year.

C. Park Applications for C.P.I. Formula Rent Increases in 2021

There are twenty (20) mobile home parks in Oxnard, ranging in size from 39 spaces to 265 spaces. The following eighteen (18) parks applied for 2.02% C.P.I. space rent increases to take effect in calendar year 2021:

Country Club Mobile Estates	Cypress Mobile Home Park
Evergreen R. V. Park	Imperial Oxnard Mobile Estates
Kona Kai Mobile Estates	Oxnard Mobile Home Lodge
Ocean-Aire Mobile Estates	Oxnard Shores Mobile Home Park
Oxnard Pacific Mobile Estates	Royal Palms Mobile Estates
Pleasant Valley Mobile Home Park	Royal Duke Mobile Estates #2
Royal Duke Mobile Estates #1	Sunny Acres Park
Sunshine Manor Mobile Home Park	Valley Trailer Villa
Villa Capri Mobile Estates	The Colony Mobile Home Park

Two parks -- Meadowlake Park and Silverwheel Mobile Home Park -- chose not to apply for a C.P.I. Formula space rent increase in calendar year 2021.

D. Homeowner Association Protests of C.P.I. Rent Increase Applications

The Rent Stabilization System permits associations or groups of homeowners to challenge C.P.I. formula rent increase applications by filing a protest as defined in Chapter 24-2 of the City Code. When a protest is filed, the independent Hearing Officer conducts an evidentiary hearing, in accordance with Chapter 24-9(B) and 24-13 of the Code. If the Hearing Officer determines that the homeowners have presented evidence of a reduction in services by the park owner, and a monetary savings, the Hearing Officer may reduce the pending rent increase by the amount saved by the park owner due to the deletion of reduction in services provided to homeowners.

One homeowner protest was filed in 2021, by a group of homeowners in Imperial Oxnard Mobile Estates. The protest challenging the respective park owners' C.P.I. increase alleged several service level reductions. Following discovery, and an evidentiary hearing at which testimony and documentary and photograph exhibits were introduced, the Hearing Officer ultimately ruled that the homeowners had not met their burden of proof. While the homeowners had demonstrated certain reductions in services, there was insufficient evidence of any cost savings resulting to the park due to those service reductions. As a result, the C.P.I. increase applied for by the park was approved.

E. Discretionary Rent Increase Applications

The Rent Stabilization System provides an avenue for parks to apply for space rent increases in amounts greater than the C.P.I. Formula Adjustment method. When a

park believes that it is not receiving a fair return on its investment, it may apply for a Discretionary Rent Increase. Such an application requires presentation of an audit; a review of the park's application by City staff; a review of the park's income and expenses by an independent Certified Public Accounting firm hired by the City; a report by that CPA to the Hearing Officer; a public hearing on the findings during which representatives of the affected homeowners and of the park owner present their evidence and arguments; and ultimately a written Decision with Findings of Fact, issued by the Hearing Officer. The requirements for the processing of Discretionary Rent Increase applications are set forth in Chapter 24-10 of the City Code, and City Council Resolution No. 11,468.

The most recent Discretionary increase application was processed in 2016, when the owner of Sunshine Manor Mobile Home Park submitted an application for a Discretionary Rent Increase, seeking an increase in the amount of 68.1%. That park was ultimately granted a Discretionary Rent Increase of 38.05%.

F. Utility Passthrough Applications

The City Code also permits park owners to apply for approval to pass through utility costs when segregated out or separately metered to individual homesites within a mobile home park.

As of October of 2019, Hearing Officer David B. Hart issued a decision in the matter of a water and sewer utility passthrough application submitted by Imperial Oxnard Mobile Estates. The Imperial Oxnard case required two evidentiary hearings, and involved a prior passthrough approved for water, sewer and trash charges more than 30 years ago. Since then, each homeowner in the park has been billed a flat monthly charge for water and sewer charges.

G. Hearings conducted by Independent Hearing Officer

Evidentiary hearings are required for the implementation of the rent stabilization ordinance. Rent increase, and change-of-occupancy determination hearings are adversarial in nature; passthrough hearings are investigative and non-adversarial. All hearings are conducted by an independent professional hearing officer, selected through the City's formal procurement policies. Mr. David B. Hart serves the City as hearing officer for all matters related to mobile home rent stabilization.

4. APPEALS TO THE RENT REVIEW BOARD

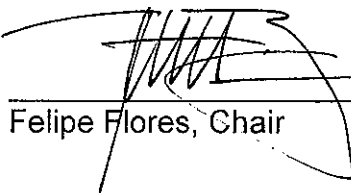
Pursuant to Chapter 24 of the City Code, either party may appeal a Decision of the Hearing Officer if that party is dissatisfied with the ruling. Unlike appeals of rulings by the City's Planning Commission, however, appeals under the rent stabilization system do not go to the City Council. Any Hearing Officer decision which is appealed is presented to the full Mobile Home Park Rent Review Board, which conducts a review of the record in open session, in accordance with Section 24-15

of the City Code. The Board reviews the record, and entertains arguments from the parties, but does not receive testimony nor conduct a de novo hearing on the matter in dispute. No Hearing Officer decisions have been appealed to the full Rent Review Board in any of the cases decided from 2016 through 2021.

5. ADOPTION

Pursuant to Chapter 24-6(C) of the Oxnard City Code, the 2020 Annual Activity Report of the Mobile Home Park Rent Review Board is hereby presented to the Oxnard City Council, having been adopted by a majority vote of the Commission at the Special Meeting of December 13, 2021.

Respectfully submitted,

 12/13/21

Felipe Flores, Chair

Date: December 13, 2021

Mobile Home Park Rent Stabilization Program

Presentation to City Council

February 2022



Oxnard's Mobilehome Community

- 20 Mobilehome Parks
- 2816 Total Spaces (nearly all owner-occupied)
- 10,000 – 11,000 Total Residents (about 5% of Oxnard's total population)
- 91% of Oxnard's mobilehome owners are protected by Oxnard's Rent Stabilization Ordinance

Rent Stabilization in Oxnard

- First adopted in 1983
- Ordinance amended four times
- Current ordinance resulted from a negotiated agreement between park owners and elected representatives of homeowners (1998 Task Force)

What is “Rent Stabilization”?

Rent Stabilization is not:

a government subsidy for low-income persons or senior citizens

Rent Stabilization is: a system of administrative law which balances the rights of two sets of property owners: park owners and homeowners who rent space in the parks.



What is “Rent Stabilization”?

Rent Stabilization is:

A system of administrative law adopted
by the City Council

Rent Stabilization is:

government regulation of the price that
a business may charge for a product
(i.e., increases in space rent)



Mobile Home Rent Stabilization is...

High impact: of all programs administered by the Housing Department and the Oxnard Housing Authority, more families – over 2900 households – are covered by the mobile home rent stabilization program than the number who reside in public housing, or who receive rental assistance, or who live in units with affordability restrictions.



What is “Rent Stabilization”?

A key element in preserving the affordability of housing for approximately 5% to 6% of families in the City of Oxnard. Those households constitute 10% of all homeowners in Oxnard.



ANNUAL REPORT OUTLINE:

1. Formula for Calculating the Annual CPI Formula Rent Increase Amount
2. Summary of Calendar Year 2021 CPI Applications
3. Hearing on Homeowner Protest of CPI Rent Increases; COVID impact
4. Utility Passthrough Applications

Calculation of CPI Increase

- Inflation rate for Southern California from August to August determines permissible CPI rent increase for following calendar year
- **From August 2020 to August 2021, the Southern California CPI increased by 4.00%**
- The permissible CPI increase for calendar year 2022 will be 4.0%.

C.P.I. Rent Increase Applications

- Permissible amount is the same for every park in any given year (4.0% in 2022)
- For 2021, permissible increase was 2.02%
- 2020: 2.97%
- 2019: 3.87%
- 2018: 2.82%
- Previous years: From 2009 to 2017, the permissible space rent increases ranged from no increase at all (in 2010) up to 2.41%
- Homeowners may protest a park's C.P.I. Rent increase.



Rent Increase Applications 2021

- Each of the 20 mobile home parks has an established eligibility date for its annual CPI rent increase; 18 parks have eligibility dates which fall in the first six months of the calendar year
- Applications must be filed at least 60 days before rent increase date
- Eighteen of the twenty parks in the City applied for 2021 rent increases

Challenging CPI Rent Increases

- ***Sole legal basis for homeowners to challenge a CPI rent increase is by proving in an evidentiary hearing that the park has reduced services provided and has saved money by reducing those services***
- **In 2021, one protest was filed due to COVID-related closure of park facilities**

2021 CPI Protest Hearing

- Homeowners in Imperial Oxnard Mobile Estates challenged protest based on park closures of common-area facilities
- Hearing Officer agreed that park had reduced services but found that home owners had not provided evidence of monetary savings due to closures
- Result: no reduction of rent increase

UTILITY PASSTHROUGHS



Pass-throughs

- Park owners may “pass through” to homeowners the cost of utilities, following application to the City and a hearing to determine required rent reduction and future utility cost allocation system
- *Oxnard’s ordinance does not contain provision for passthroughs of Capital Improvement costs*

Utility Passthrough Hearings

- A park which currently pays for utilities from rents collected may apply for “pass through” to have utility costs directly paid by each homeowner
- Application review requires detailed financial analysis of past utility consumption, an evidentiary hearing to determine space rent reduction, and development of a formula for apportionment of future utility costs

More on Utility Passthroughs

- Hearing Officer must determine what percent of utility consumption is for park's common areas (to be paid by park) and what percent is distributed among all homeowners in the park
- Also must decide how to apportion utility costs among homeowners (who may or may not have individual sub-meters to measure their consumption)

Water Passthroughs: A Forecast

- **State law requires all parks to implement, by 2025, a system whereby individual homeowners pay for their own consumption**
- **Any parks which have not already installed sub-meters installed will need to do so. Several passthrough applications must be processed in next 3 years**

QUESTIONS?



***(End of 2021 Annual
Report)***



RESOURCES

City of Oxnard Mobilehome Rent Stabilization Ordinance

(Oxnard City Code, Chapter 24)



More Resources...

**State of California
Mobilehome Residency Law**

**California Civil Code
Chapter 798**



Thank you!

Rent Stabilization Program
805-385-8095

Karl Lawson
karl.lawson@oxnard.org





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

DATE: February 1, 2022

TO: City Council

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

SUBJECT: Agreements for On-Call Professional Engineering Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following on-call professional engineering agreements:

1. Agreement A-8409 with Encompass Consultant Group in the amount not to exceed \$1,000,000 for a three year term;
2. Agreement A-8405 with MNS Engineers, Inc. in the amount not to exceed \$1,000,000 for a three year term;
3. Agreement A-8392 with Kimley-Horn & Associates in the amount not to exceed \$1,000,000 for a three year term;
4. Agreement A-8391 with Fehr & Peers in the amount not to exceed \$1,000,000 for a three year term;
5. Agreement A-8393 with GHD, Inc. in the amount not to exceed \$1,500,000 for a three year term;
6. Agreement A-8394 with Iteris, Inc. in the amount not to exceed \$1,000,000 for a three year term;
7. Agreement A-8411 with Kennedy/Jenks Consultants, Inc. in the amount not to exceed \$750,000 for a three year term;
8. Agreement A-8412 with Rincon Consultants, Inc. in the amount not to exceed \$500,000 for a three year term;
9. Agreement A-8413 with Carollo Engineers, Inc. in the amount not to exceed \$750,000 for a three year term;
10. Agreement A-8414 with Environmental Science Associates in the amount not to exceed \$500,000 for a three year term;
11. Agreement A-8383 with Leighton Consulting, Inc. in the amount not to exceed \$750,000 for a three year term;
12. Agreement A-8388 with RRM Design Group in the amount not to exceed \$1,000,000 for a three year term; and
13. Agreement A-8418 with m6 Consulting Inc. in the amount not to exceed \$500,000 for a three year term.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

On June 30, 2021, the Public Works Department sent out a Request For Qualifications (RFQ) for multi-year on-call professional engineering services. The RFQ solicited proposals for various professional on-call engineering services that include: Roadway & Structures Engineering, Traffic Engineering, Utility Engineering, Environmental Services, Real Property Services, Surveying, Geotechnical Engineering, Material & Laboratory Testing, Drainage, Hydrology, & Hydraulic Engineering, Landscape Architecture & Park Design, Architectural & Engineering Design, Labor Compliance, and Development Plan Check. These services are required due to the specialized nature of various projects as well as the need to complete the projects within the Capital Improvement Program (CIP) in a timely manner. A panel that consisted of several City staff members across multiple Departments selected 33 firms that best met the City's criteria from the RFQ, consistent with the City's municipal code. Additional agreements will be brought forward to Committee and Council once agreements are completed by staff.

DISCUSSION

The Public Works Department will be bringing forward various agreements to establish On-Call Professional

Engineering Services with successful consultants or firms to provide professional and technical expertise once agreements are prepared. These agreements are necessary due to the volume and nature of work within the Public Works Engineering and Transportation & Mobility Divisions and will continue to support the departmental needs for various projects. Additionally, having pre-approved on-call agreements for professional services can reduce the amount of time necessary to complete certain types of smaller CIP projects. The scope of work under these agreements are as follows:

No.	Consultant	Term	Amount	Scope of Services
1	Encompass Consultant Group	3 Year	\$1,000,000	• Roadway & Structures Engineering • Surveying • Drainage, Hydrology, Hydraulic Engineering • Development Plan Check
2	MNS Engineers, Inc.	3 Year	\$1,000,000	• Roadway & Structures Engineering • Utility Engineering
3	Kimley-Horn & Associates	3 Year	\$1,000,000	• Roadway & Structures Engineering • Traffic Engineering
4	Fehr & Peers	3 Year	\$1,000,000	• Traffic Engineering
5	GHD, Inc.	3 Year	\$1,500,000	• Traffic Engineering • Utility Engineering
6	Iteris, Inc.	3 Year	\$1,000,000	• Traffic Engineering
7	Kennedy/Jenks Consultants, Inc.	3 Year	\$750,000	• Utility Engineering
8	Rincon Consultants, Inc.	3 Year	\$500,000	• Environmental Services
9	Carollo Engineers, Inc.	3 Year	\$750,000	• Utility Engineering
10	Environmental Science Associates	3 Year	\$500,000	• Environmental Services
11	Leighton Consulting, Inc.	3 Year	\$750,000	• Geotechnical Engineering • Material & Laboratory Testing
12	RRM Design Group	3 Year	\$1,000,000	• Landscape Architecture & Park Design • Architectural & Engineering Design
13	m6 Consulting Inc.	3 Year	\$500,000	• Development Plan Check

Professional services under this agreement will be composed of task orders for each individual project assigned by the

City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Projects with special requirements (i.e. federally funded) will be publicly bid separately when required.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total amount of each agreement shall not exceed the amounts noted above over the term of three years. Funding will be charged to a given project or funding source dependent upon the services performed by task orders. The respective Department/Project Manager will ensure sufficient funding is available in the approved operating budget or CIP project budget for related tasks prior to initiating task order or services performed.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 11, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8409 Encompass Consultant Group
2. A-8405 MNS Engineers
3. A-8392 Kimley Horn & Assoc
4. A-8391 Fehr & Peers
5. A-8393 GHD
6. A-8394 Iteris
7. A-8411 Kennedy Jenks
8. A-8412 Rincon Consultants
9. A-8413 Carollo
10. A-8414 ESA
11. A-8383 Leighton Consulting Inc.
12. A-8388 RRM Design Group
13. A-8418 M6 Consulting Inc.

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: Encompass Consultant Group, Inc.
- (3) Services: On-call Engineering Services.
- (4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above
- (5) Agreement Ending Date: February 1, 2025
- (6) Total Agreement Amount: \$1,000,000
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: Sal Contreras, P.E., Principal Engineer
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Encompass Consultant Group, Inc.
333 N. Lantana Street, Suite 287
Camarillo, CA
Attn: Sal Contreras, P.E., Principal Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

Sal.Contreras@ECGcivil.com

FOR CITY:

City of Oxnard
305 West Third Street, East Wing, Second Floor
Oxnard, California 93030
Attn: Tatiana Arnaout, P.E., City Engineer

CITY'S PROJECT MANAGER:

Tatiana.Arnaout@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)
- ☒ Iran Contracting Act Certification
- ☒ Prevailing Wage Exhibit

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
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: pwinvoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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

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

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

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

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

16. Documents and Materials.

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

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

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

[Signatures on next page]

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

CITY OF OXNARD

ENCOMPASS CONSULTANT GROUP, INC.

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

 Glen H. Pace, CEO ² _____ Date

 James Fallon, Secretary _____ Date

ATTEST:

 Rose Chaparro, City _____ Date
 Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 1 - ROADWAY AND STRUCTURES ENGINEERING

Road Engineering: Consultant shall provide Road Engineering services, support and expertise including but not limited to the following: roadway design, drainage systems design, utility identification and relocation, independent checks of roadway design and quantities, project budgeting, and finally project scheduling. Consultant's technical and administrative approach should be consistent with appropriate County, State and Federal standards.

Structures Engineering: Consultant shall provide Structures Engineering services, support and expertise including but not limited to the following: bridge, culvert, overcrossing, overpass, drainage systems, retaining wall, or any similar type of structure. In most cases, the structures portion of any project is part of a larger project. On rare occasions, a structure will be a separate project.

Subcategory 1.1 – Pavement

Perform roadway asphalt pavement structural section evaluation, and provide design recommendations for proper application of surface treatment, surface rehabilitation methods as well as full depth reconstruction.

These methods may include fog seal, microsurfacing, scrub seal, or asphalt concrete overlay and material testing. Consultant required to submit written reports and recommendations.

Subcategory 1.2 – Structures

Perform structural engineering evaluation and calculations, and provide design recommendations for loading, reinforcement, material type, strength and structures testing. Consultant required to submit written reports and recommendations.

Subcategory 1.3 – Quality Control/Quality Assurance

Perform quality control/quality assurance reviews that conform to the Caltrans ready to list guide procedures. This process may include plan, specification, and estimate (PS&E) comparisons to ensure the PS&E package is biddable and buildable. Consultant is to submit written reports documenting comments and responses to comments. Further coordination may be required on a project by project basis; emphasis will be place on the current Caltrans standard plans and specifications and "Greenbook" Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction.

SERVICE GROUP CATEGORY 6 – SURVEYING

Surveying task include but are not limited to the following:

Land Surveying: Land surveys or boundary surveys are the function of locating the property boundaries or right of way of project sites. This type of work may also be referred to as property surveys, boundary surveys, or cadastral surveys.

Topographical Surveying: This type of surveying entails locating objects and measuring the relief, three-dimensional variations of the earth's surface and/or other topographical features. Detailed information is obtained pertaining to the elevations as well as to the locations of man-made features or improvements and natural features. Topographical maps are prepared to document the survey. This type survey is also referred to as a preliminary survey. Data may be obtained through traditional field survey, aerial photogrammetry, LiDAR, laser scanning, or other methods.

Control Surveying: Control surveys, are those made to establish the horizontal and vertical positions of various points. The points are selected so that they form a net over the project site under consideration so as to provide a convenient method to tie planned improvement placement to these points. Methods used will involve the use of GPS, CORS sites, and differing datum's (NAD27, NAD83, NGVD29, or NAVD88).

Construction Surveying: Construction surveying provides the basis for proper placement of improvements. This type of surveying is needed at all stages of the construction process in an effort to insure that the final product meets all the design requirements for placement, elevation and alignment.

Monument Preservation: This function of surveying involves research to determine the existence of survey points of record, field investigation to locate monuments of record and not of record, setting of reference points, filing of records with the County of Ventura, resetting survey points to replace those missing or destroyed.

SERVICE GROUP CATEGORY 9 - DRAINAGE, HYDROLOGY, HYDRAULIC ENGINEERING

Drainage, hydrology and hydraulic engineering services may include but not limited to:

- Master Plan of Drainage updates, as well as, the preparation of Capital Improvement Program plans, specifications and bid documents for the design and construction of various street, storm drain, and other facility improvements
- Perform hydraulic, hydrologic, or sediment transport analyses and modeling for the design and maintenance of drainage facilities (pumps, channels, basins, etc.), bridges, culverts, and roadways. Work might involve preparation of the following documents or reports in accordance with the City's Engineering Design Guidelines and/or Caltrans Local Assistance Procedures Manual:
 - Bridge Design Hydraulic Study
 - Location Hydraulic Study
 - Floodplain Evaluation Report Summary
 - Location Hydraulic Study Form
 - Preliminary Hydrologic/Hydraulic Review Summary

SERVICE GROUP CATEGORY 13 – DEVELOPMENT PLAN CHECK

Tasks include but are not limited to the following:

Building plan check tasks include, but not be limited to:

- plan checking to the current Unified Building Code and other applicable state and local codes including the review of building plans,
- structural calculations,
- grading plans,
- site excavations
- and/or preparations, erosion control plans,
- National Pollution Discharge Elimination System (NPDES) compliance.

Infrastructure improvement plan check tasks include but not limited to:

- plan checking per applicable local, county, state and Federal codes and standards, review of plans for:
 - Streets
 - Sewers,
 - Storm drains
 - Water mains,
 - Streetlights,
 - Landscaping and irrigation
 - Traffic control
 - Signing and striping
 - Traffic signals
 - Roundabouts,
 - Hydrology studies
 - Sewer area studies
 - Construction cost estimates

Final map plan check tasks include but not limited to:

- Parcel, tract, and final map checking,
- Easement and right-of-way documents,
- Lot-line adjustments, and certificates of compliance.

Provide detailed daily updates on the status of all plan checks received and processed to date in a format acceptable to the City.

Key representatives from the firm must attend monthly meetings (or as required) with City of Oxnard staff to evaluate performance of their services.

A maximum review time for initial plan checks of 10 working days inclusive of transit time to and from the City of Oxnard Service Center, located at 214 S C St, Oxnard, CA 93030. Second plan checks shall not require more than 10 working days, inclusive of transit time. Each subsequent plan check, if necessary, shall not require more than 5 working days, inclusive of transit time.

The firm shall not provide consulting services to private sector agencies/developers submitting plans or maps to the City of Oxnard nor engage in activities that could be construed as a conflict of interest with this agreement for professional services.

RATES AND COSTS EXHIBIT**ON-CALL BILLING RATES EFFECTIVE JANUARY 1, 2021****Engineering**

Designer	\$100
Senior Designer.....	\$130
Assistant Engineer I	\$115
Assistant Engineer II	\$130
Associate Engineer	\$150
Senior Engineer I.....	\$165
Senior Engineer II.....	\$175
Principal Engineer	\$195

Geomatics (Surveying & Mapping)

Assistant Surveyor I.....	\$115
Assistant Surveyor II.....	\$130
Associate Surveyor.....	\$150
Senior Surveyor I.....	\$165
Senior Surveyor II.....	\$175
Principal Surveyor	\$195
One-Man Survey Crew (Prevailing Wage)	\$180*
Two-Man Survey Crew (Prevailing Wage)	\$265*
Three-Man Survey Crew (Prevailing Wage) .	\$365*

General

Technical/Clerical Support	\$65
Testimony (Trial or Deposition) .. 2.5 x Hourly Rate	
Outside Consultant.....	Cost + 10%
Reimbursable Expenses	Cost + 10%

**Prevailing wage rates are subject to change based on the State of California Department of Industrial Relations.*

**KEY STAFF ON-CALL BILLING RATES**

Key Project Staff	Title	Billing Rate
Glen Pace	Principal Engineer	\$195
Sal Contreras	Principal Engineer	\$195
James Fallon	Principal Surveyor	\$195
Tristan Santos	Senior Engineer II	\$175
Travis Maag	Senior Engineer I	\$165
Ben Hardin	Senior II Surveyor	\$175
Jose Ascencio	Associate Engineer	\$150
Daniel Lopez	Associate Engineer	\$150
Subconsultants		
Hassan Kasraie	Project Manager	\$205

SGC.9: Subconsultant: Kasraie Consulting

	POSITION TITLE	HOURLY BILLING RATE
1	Principal Project Manager	\$205
2	Senior Project Manager	\$195
3	Senior Project Engineer	\$185
4	Senior Civil Engineer/Senior Hydrologist	\$160
5	Civil Engineer / Water Resource Engineer / Hydrologist	\$130
6	GIS Specialist	\$120
7	Engineering Technician/CAD Operator	\$105
8	Office Support/Admin Staff	\$72

**INSURANCE EXHIBIT INS-A
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACECOMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits						
NAMED INSURED TYPE OF INSURANCE	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS						
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS					
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____
EACH OCCURRENCE	AGGREGATE						
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or - If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____					

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____	
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS		
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____		

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
 Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

Black, O'Dowd and Associates, Inc.

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement’s term. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such

contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.

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

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: MNS Engineers, Inc.,
- (3) Services: On-Call Roadway and Structures Engineering and On-Call Utility Engineering services
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: January 31, 2025
- (6) Total Agreement Amount: The Total Agreement Amount shall not exceed \$1,000,000 during the three (3) year Contract Term.
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: Tyler Hunt, P.E., Q.S.D., Project Manager
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

MNS Engineers, Inc.
201 N Calle Cesar Chavez, Ste 300
Santa Barbara, CA 93103
Attn: James Salvito, C.E.O.
Office: 805.692.6921

FOR CITY:

City of Oxnard, Public Works Engineering
305 W Third St, 2nd Floor-East Wing, 3rd Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer
Office: 805-385-8341

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:
thunt@mnsengineers.com

CITY'S PROJECT MANAGER:
tatiana.arnaout@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)
- ☒ Prevailing Wage Exhibit
- ☒ Iran Contracting Act Certification

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and

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

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

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

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

16. Documents and Materials.

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or

impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

[Signatures on next page]

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

CITY OF OXNARD

MNS ENGINEERS, INC.

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

 James A. Salvito² _____ Date
 President and Chief Executive Officer

 Miranda C. Patton _____ Date
 Secretary

ATTEST:

 Rose Chaparro, _____ Date
 Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 1 ROADWAY AND STRUCTURES ENGINEERING

Road Engineering: Consultant shall provide Road Engineering services, support and expertise including but not limited to the following: roadway design, drainage systems design, utility identification and relocation, independent checks of roadway design and quantities, project budgeting, and finally project scheduling. Consultant's technical and administrative approach should be consistent with appropriate County, State and Federal standards.

Structures Engineering: Consultant shall provide Structures Engineering services, support and expertise including but not limited to the following: bridge, culvert, overcrossing, overpass, drainage systems, retaining wall, or any similar type of structure. In most cases, the structures portion of any project is part of a larger project. On rare occasions, a structure will be a separate project.

- Subcategory 1.1 – Pavement
Perform roadway asphalt pavement structural section evaluation, and design recommendations for proper application of surface treatment, surface rehabilitation methods as well as full depth reconstruction. These methods may include fog seal, microsurfacing, scrub seal, or asphalt concrete overlay and material testing. Consultant shall submit written reports and recommendations.
- Subcategory 1.2 – Structures
Perform structural engineering evaluation and calculations, and provide design recommendations for loading, reinforcement, material type, strength and structures testing. Consultant shall submit written reports and recommendations.
- Subcategory 1.3 – Quality Control/Quality Assurance
Perform quality control/quality assurance reviews in conformance with the Caltrans ready to list guide procedures. This process may include plan, specification, and estimate (PS&E) comparisons to ensure the PS&E package is biddable and buildable. Consultant shall submit written reports documenting comments and responses to comments. Further coordination may be required on a project by project basis; emphasis will be placed on the current Caltrans standard plans and specifications and "Greenbook" Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction.

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 3 UTILITY ENGINEERING

Utility Engineering services may include but not be limited to planning, policy & regulations, feasibility studies, hydraulic modeling, design, documentation, and construction management for the following:

- Water Distribution
 - Pump stations
 - Pipelines
- Water Treatment
 - Desalter groundwater treatment
- Water Production
 - Wells
 - Blending stations
- Wastewater Collection
 - Gravity sewer lines
 - Manholes
 - Lift Stations
 - Force mains
- Wastewater Treatment
 - Plant hydraulics
 - Odor control
 - Optimization
 - Cogen
- Advanced Water Purification
 - RO membrane treatment
 - Regulatory compliance
 - Distribution
 - Groundwater recharge
- Storm Water Collection
- Chemical storage and dosing
- Pumps (water distribution, sewer lift stations, chemical dosing)
- Motors (Electrical, diesel, and natural gas)
- Material specification
- Electrical
 - Panels
 - Loading
 - Standby Power
 - Variable frequency drives
- SCADA
 - PLCs
 - Equipment Specification

RATES AND COSTS EXHIBIT



2021 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$280
Senior Project/Program Manager.....	255
Project/Program Manager.....	225
Assistant Project/Program Manager.....	185
Senior Project Coordinator.....	155
Project Coordinator.....	125

ENGINEERING

Principal Engineer.....	\$240
Lead Engineer.....	215
Supervising Engineer.....	200
Senior Project Engineer.....	190
Project Engineer.....	170
Associate Engineer.....	155
Assistant Engineer.....	140

SURVEYING

Principal Surveyor.....	\$235
Lead Surveyor.....	225
Senior Survey Project Manager.....	205
Supervising Surveyor.....	200
Senior Project Surveyor.....	180
Project Surveyor.....	160
Senior Land Title Analyst.....	155
Associate Project Surveyor.....	150
Assistant Project Surveyor.....	130
Party Chief (PW).....	155
Chainperson (PW).....	135
One-Person Survey Crew (PW).....	185

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$255
Senior Construction Manager.....	235
Senior Resident Engineer.....	225
Resident Engineer.....	210
Structure Representative.....	195
Construction Manager.....	185
Assistant Resident Engineer.....	175
Sr. Construction Inspector (PW).....	165
Construction Inspector (PW).....	156
Office Administrator.....	105

TECHNICAL SUPPORT

CADD Manager.....	\$175
Supervising Technician.....	145
Senior Technician.....	135
Engineering Technician.....	105

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$160
Management Analyst.....	135
IT Technician.....	120
Graphics/Visualization Specialist.....	100
Administrative Assistant.....	80

GOVERNMENT SERVICES

City Engineer.....	\$215
Deputy City Engineer.....	195
Assistant City Engineer.....	180
Plan Check Engineer.....	175
Permit Engineer.....	150
City Inspector.....	155
Senior City Inspector (PW).....	165
City Inspector (PW).....	156
Principal Stormwater Specialist.....	155
Senior Stormwater Specialist.....	140
Stormwater Specialist.....	125
Stormwater Technician.....	115
Building Official.....	175
Senior Building Inspector.....	150
Building Inspector.....	135
Planning Director.....	185
Senior City Planner.....	165
Assistant Planner.....	145
Senior Grant Writer.....	160
Grant Writer.....	135
Associate Grant Writer.....	105
Assistant Grant Writer.....	85

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to an annual escalation increase of 3.0% starting January 1, 2022.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.

IRJ ENGINEERS, INC. 4517 Market Street, Suite 1B, Ventura, CA 93003-7841 (805) 642-2355	
The hourly rate schedule is listed below.	
Principals	\$170.00 per hour
Professional Engineers	\$140.00 per hour
Senior Engineering Designers	\$105.00 per hour
Engineering Designers/CAD Drafters	\$ 90.00 per hour
Clerical Staff	\$ 65.00 per hour

SSG Structural Engineers, LLP

EMPLOYEE HOURLY RATE SHEET

Position	Rate
Principal Structural Engineer	\$190 / hr
Principal Engineer	\$180 / hr
Senior Structural Engineer	\$145 / hr
Structural Engineer	\$135 / hr
Senior Project Engineer	\$125 / hr
Project Engineer	\$115 / hr
Staff Engineer	\$105 / hr
Production (CAD) Operator	\$75 / hr
Production (CAD) Technician	\$65 / hr
Administrative Professional	\$40 / hr
Reimbursable Expenses shall be billed at a rate of 1.1 times direct cost (Mileage, Travel, Printing, Shipping, Etc.)	

INSURANCE EXHIBIT INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8405
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute**

forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

v2MNS Engineers A-8405 Professional Services Agreement

ACORD CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.	SAMPLE			GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession			Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8405 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____						
NAMED INSURED SAMPLE	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered						
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS					
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">EACH OCCURRENCE</td> <td style="width: 50%;">AGGREGATE</td> </tr> <tr> <td style="height: 100px;"></td> <td></td> </tr> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____
EACH OCCURRENCE	AGGREGATE						
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8405 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____					

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____		
NAMED INSURED SAMPLE	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8405 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

EXHIBIT B**PREVAILING WAGE EXHIBIT**

1. The Project defined in the Agreement between City and Contractor is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement’s term. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

**IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208**

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: Kimley-Horn and Associates, Inc.
- (3) Services: On-Call Roadway and Structures Engineering and On-Call Traffic Engineering Services.
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: January 31, 2025
- (6) Total Agreement Amount: The Total Agreement Amount shall not exceed \$1,000,000 during the three (3) year Contract Term.
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: Sri Chakravarthy, P.E., T.E.
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Kimley-Horn and Associates, Inc.

660 South Figueroa Street, Suite 2050

Los Angeles, CA 90017

Attn: Sri Chakravarthy, P.E., T.E.

FOR CITY:

City of Oxnard, Public Works Engineering

305 West Third Street, 2nd Floor East

Oxnard, CA 93030

Attn :Tatiana Arnaout, P.E., City Engineer

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

sri.chakravarthy@kimley-horn.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)
- ☒ Prevailing Wage Exhibit
- ☒ Iran Contracting Act Certification (Consultant signature required)

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and

indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees. Notwithstanding any other provision, in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

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

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

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

16. Documents and Materials.

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in

accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

[Signatures on next page]

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

CITY OF OXNARD

KIMLEY-HORN AND ASSOCIATES, INC.

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

Gregory S. Kyle, AICP² Date
Senior Vice President

Srikanth Chakravarthy, PE 73629 Date
Assistant Secretary

ATTEST:

Rose Chaparro, City Date
Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 1 ROADWAY AND STRUCTURES ENGINEERING

Road Engineering: Consultant shall provide Road Engineering services, support and expertise including but not limited to the following: roadway design, drainage systems design, utility identification and relocation, independent checks of roadway design and quantities, project budgeting, and finally project scheduling. Consultant's technical and administrative approach should be consistent with appropriate County, State and Federal standards.

Structures Engineering: Consultant shall provide Structures Engineering services, support and expertise including but not limited to the following: bridge, culvert, overcrossing, overpass, drainage systems, retaining wall, or any similar type of structure. In most cases, the structures portion of any project is part of a larger project. On rare occasions, a structure will be a separate project.

- Subcategory 1.1 – Pavement
Perform roadway asphalt pavement structural section evaluation, and provide design recommendations for proper application of surface treatment, surface rehabilitation methods as well as full depth reconstruction. These methods may include fog seal, microsurfacing, scrub seal, or asphalt concrete overlay and material testing. Consultant required to submit written reports and recommendations.
- Subcategory 1.2 – Structures
Perform structural engineering evaluation and calculations, and provide design recommendations for loading, reinforcement, material type, strength and structures testing. Consultant required to submit written reports and recommendations.
- Subcategory 1.3 – Quality Control/Quality Assurance
Perform quality control/quality assurance reviews that conform to the Caltrans ready to list guide procedures. This process may include plan, specification, and estimate (PS&E) comparisons to ensure the PS&E package is biddable and buildable. Consultant is to submit written reports documenting comments and responses to comments. Further coordination may be required on a project by project basis; emphasis will be place on the current Caltrans standard plans and specifications and "Greenbook" Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction.

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 2 TRAFFIC ENGINEERING

The Scope of Services for Traffic Engineering includes providing professional traffic engineering support and expertise in the application of Traffic Engineering principles and practices to enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods.

Traffic engineering services may include but not be limited to:

- Review of new development projects, including site plans, public improvements, traffic impact analyses, transportation modeling, and area-wide transportation studies, and make recommendations for conditions of approval to address potential traffic issues. Design and/or review plans for traffic signals, traffic control, and signing and striping.
- Design and/or review plans for modern roundabout design.
- Prepare and implement traffic signal timing and coordination plans and make recommendations for improving signal operations.
- Provide technical support to traffic signal maintenance staff, including traffic signal communication system trouble shooting, central system software, equipment and system design.
- Evaluate and implement intelligent transportation systems technologies.
- Review and evaluate traffic collision data and advise City staff on traffic safety issues.
- Conduct traffic safety investigations and prepare engineering reports and studies in response to citizen requests.
- Conduct engineering and traffic surveys for establishing speed limits.
- Prepare all-way stop and traffic signal warrant studies.
- Prepare feasibility studies, traffic analysis and design of modern roundabouts.
- Prepare traffic management plans for special events and provide technical support for field crews during events.
- Prepare neighborhood traffic calming and management plans.
- Plan and design bicycle and pedestrian facilities.
- Attend City Council and Planning Commission meetings, if requested.

RATES AND COSTS EXHIBIT



Rate Schedule

Effective through 12/31/2024

<u>Classification</u>	<u>Billing Rate per Hour*</u>
Clerical/Admin	\$105.00
Project Support	\$125.00
Analyst I	\$130.00
Analyst II	\$145.00
Sr. Project Support	\$150.00
Analyst III/Designer	\$160.00
Professional I	\$180.00
Professional II	\$195.00
Professional III	\$220.00
Sr. Professional I	\$245.00
Sr. Professional II	\$275.00
Sr. Professional III	\$315.00

SUBCONSULTANT MANAGEMENT/DIRECT EXPENSE10%

OFFICE EXPENSES (Allocation)5%

(Covers expenses such as in-house duplicating and blueprinting, local mileage, Delivery Services/USPS)

Other Direct Costs such as Field Equipment/Supplies, Travel Expenses, etc. will be billed at actual cost.

TOOLE DESIGN

Named Staff	All inclusive	Classification
Adam Vest	\$285	Engineering Lead II
Jeremy Chazan	\$260	Engineering Lead II
Classification	All Inclusive	
Principal in Charge	\$310.00	
Engineering Lead II	\$270.00	
Engineering Lead I	\$235.00	
Senior Engineer	\$200.00	
Project Engineer II	\$180.00	
Project Engineer	\$170.00	
Engineer III	\$145.00	
Engineer II	\$130.00	
Engineer	\$115.00	
Planning Lead II	\$268.00	
Planning Lead I	\$234.00	
Senior Planner	\$197.00	
Project Planner II	\$169.00	
Project Planner	\$157.00	
Planner III	\$143.00	
Planner II	\$131.00	
Planner	\$106.00	
Landscape Architect Lead	\$220.00	
Senior Landscape Architect	\$175.00	
Landscape Architect	\$153.00	
Designer II	\$118.00	
Designer	\$109.00	
GIS Analyst	\$144.00	
GIS Specialist	\$120.00	
Graphic Designer	\$110.00	
Intern	\$65.00	
Technician	\$92.00	
Administrative	\$90.00	

INSURANCE EXHIBIT INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8392
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

5. The coverages provided to City, with the exception of 1.c Professional Liability, shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers'

compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

v4 Kimley Horn & Assoc A-8392 Professional Services Agreement

ACORD CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.	SAMPLE			GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession			Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8392 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits						
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)						
NAMED INSURED	SAMPLE						
TYPE OF INSURANCE		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS					
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS					
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="padding: 2px;">EACH OCCURRENCE</th> <th style="padding: 2px;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____
EACH OCCURRENCE	AGGREGATE						
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. <u>A-8392</u> P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____					

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____		
NAMED INSURED SAMPLE	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8392 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

PREVAILING WAGE EXHIBIT

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

hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
 Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed:

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: Fehr & Peers
- (3) Services: On-call professional Traffic Engineering Consulting and Services.
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: January 31, 2025
- (6) Total Agreement Amount: The Total Agreement Amount shall not exceed \$1,000,000 during the three (3) year Contract Term.
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: John Muggridge, AICP, Principal
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

FEHR & PEERS

600 Wilshire Bl, Ste 1050

Los Angeles, CA 90017

Attn: John Muggridge, AICP, Principal

FOR CITY:

City of Oxnard, Public Works Engineering

305 West Third Street, 2nd Floor East

Oxnard, CA 93030

Attn: Tatiana Arnaout, P.E., City Engineer

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

j.muggridge@fehrandpeers.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)
- ☐ Prevailing Wage Exhibit
- ☒ Iran Contracting Act Certification

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake the Services using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of reasonable

attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

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 Consultant's negligence in 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 reasonably approved by the City Attorney, immediately upon tender to Consultant of the Claim. 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. However, notwithstanding the foregoing or anything to the contrary in this Agreement, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to or independently of any of its Services under this Agreement ("Background IP"), including such Background IP that Consultant may employ in the performance of this Agreement, or may

incorporate into any part of the Documents and Materials. Consultant grants the City an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the Documents and Materials. Third-party content that may be used or incorporated in the Documents and Materials shall not become the property of the City. Consultant shall secure all licenses necessary to any third-party content incorporated into Consultant's Document and Materials for City to utilize Consultant's Services and the Documents and Materials for their intended purposes.

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and

veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

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

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

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

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

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

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

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

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

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

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

[Signatures on next page]

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

CITY OF OXNARD

FEHR & PEERS

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

Sarah Brandenburg, Vice President ² Date

Lysa Wollard, CFO Date

ATTEST:

Rose Chaparro, City Date
Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 2 TRAFFIC ENGINEERING

The Scope of Services for Traffic Engineering includes providing professional traffic engineering support and expertise in the application of Traffic Engineering principles and practices to enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods.

Traffic engineering services may include but not be limited to:

- Review of new development projects, including site plans, public improvements, traffic impact analyses, transportation modeling, and area-wide transportation studies, and make recommendations for conditions of approval to address potential traffic issues.
Design and/or review plans for traffic signals, traffic control, and signing and striping.
- Design and/or review plans for modern roundabout design.
- Prepare and implement traffic signal timing and coordination plans and make recommendations for improving signal operations.
- Provide technical support to traffic signal maintenance staff, including traffic signal communication system trouble shooting, central system software, equipment and system design.
- Evaluate and implement intelligent transportation systems technologies.
- Review and evaluate traffic collision data and advise City staff on traffic safety issues.
- Conduct traffic safety investigations and prepare engineering reports and studies in response to citizen requests.
- Conduct engineering and traffic surveys for establishing speed limits.
- Prepare all-way stop and traffic signal warrant studies.
- Prepare feasibility studies, traffic analysis and design of modern roundabouts.
- Prepare traffic management plans for special events and provide technical support for field crews during events.
- Prepare neighborhood traffic calming and management plans.
- Plan and design bicycle and pedestrian facilities.
- Attend City Council and Planning Commission meetings, if requested.

RATES AND COSTS EXHIBIT

Fehr & Peers Hourly Rate Schedule Years 1-3

Classification	2022-2023	2023-2024	2024-2025
Principal	\$305	\$310	\$315
Senior Associate	\$265	\$270	\$275
Associate	\$215	\$220	\$225
Senior			
Engineer/Planner	\$170	\$175	\$180
Engineer/Planner	\$160	\$165	\$170
Senior Engineering			
Technician	\$190	\$195	\$200
Senior Project			
Accountant	\$170	\$175	\$180
Senior Project			
Coordinator	\$165	\$170	\$175
Project Coordinator	\$145	\$150	\$155
Technician	\$150	\$155	\$160
Intern	\$105	\$110	\$115

INSURANCE EXHIBIT INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8391
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

Fehr & Peers A-8391 Professional Services Agreement v4

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.	SAMPLE			GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No.A-8391 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered		
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No.A-8391 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____		
NAMED INSURED SAMPLE	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No.A-8391 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

FEHR & PEERS

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

FEHR & PEERS

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022.
- (2) Consultant: GHD, Inc.
- (3) Services: On-Call Traffic Engineering and On-Call Utility Engineering services.
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: January 31, 2025
- (6) Total Agreement Amount: The Total Agreement Amount shall not exceed One million five hundred thousand dollars (\$1,500,000) during the three (3) year Contract Term.
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: Paul Hermann, CPEng, Principal-in-Charge, Overall Project Coordinator
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

GHD, Inc.
320 Goddard Wy, Ste 200
Irvine, CA 92618
Attn: Paul Hermann, CPEng

FOR CITY:

City of Oxnard, Public Works Engineering
305 West Third Street, 2nd Floor East
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:
paul.hermann@ghd.com

CITY'S PROJECT MANAGER:
tatiana.arnaout@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)
- ☒ Prevailing Wage Exhibit
- ☒ Iran Contracting Act Certification

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and

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

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

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

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

16. Documents and Materials.

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or

impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

[Signatures on next page]

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

CITY OF OXNARD

GHD, Inc.

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

Iver Skavdal, C.E.O. ² _____ Date _____

J. Duncan Findlay, Secretary _____ Date _____

ATTEST:

Rose Chaparro, City _____ Date _____
Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 2 TRAFFIC ENGINEERING

The Scope of Services for Traffic Engineering includes providing professional traffic engineering support and expertise in the application of Traffic Engineering principles and practices to enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods.

Traffic engineering services may include but not be limited to:

- Review of new development projects, including site plans, public improvements, traffic impact analyses, transportation modeling, and area-wide transportation studies, and make recommendations for conditions of approval to address potential traffic issues.
Design and/or review plans for traffic signals, traffic control, and signing and striping.
- Design and/or review plans for modern roundabout design.
- Prepare and implement traffic signal timing and coordination plans and make recommendations for improving signal operations.
- Provide technical support to traffic signal maintenance staff, including traffic signal communication system trouble shooting, central system software, equipment and system design.
- Evaluate and implement intelligent transportation systems technologies.
- Review and evaluate traffic collision data and advise City staff on traffic safety issues.
- Conduct traffic safety investigations and prepare engineering reports and studies in response to citizen requests.
- Conduct engineering and traffic surveys for establishing speed limits.
- Prepare all-way stop and traffic signal warrant studies.
- Prepare feasibility studies, traffic analysis and design of modern roundabouts.
- Prepare traffic management plans for special events and provide technical support for field crews during events.
- Prepare neighborhood traffic calming and management plans.
- Plan and design bicycle and pedestrian facilities.
- Attend City Council and Planning Commission meetings, if requested.

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 3 UTILITY ENGINEERING

Utility Engineering services may include but not be limited to planning, policy & regulations, feasibility studies, hydraulic modeling, design, documentation, and construction management for the following:

- Water Distribution
 - Pump stations
 - Pipelines
- Water Treatment
 - Desalter groundwater treatment
- Water Production
 - Wells
 - Blending stations
- Wastewater Collection
 - Gravity sewer lines
 - Manholes
 - Lift Stations
 - Force mains
- Wastewater Treatment
 - Plant hydraulics
 - Odor control
 - Optimization
 - Cogen
- Advanced Water Purification
 - RO membrane treatment
 - Regulatory compliance
 - Distribution
 - Groundwater recharge
- Storm Water Collection
- Chemical storage and dosing
- Pumps (water distribution, sewer lift stations, chemical dosing)
- Motors (Electrical, diesel, and natural gas)
- Material specification
- Electrical
 - Panels
 - Loading
 - Standby Power
 - Variable frequency drives
- SCADA
 - PLCs
 - Equipment Specification

RATES AND COSTS EXHIBIT



FY 2022 US West Region Rate Schedule

Finance Class Code		Rate
A01	Senior Technical Director 1	\$280
A02	Senior Technical Director 2	\$260
A03	Senior Technical Director 3	\$240
A04	Technical Director 1	\$225
A05	Technical Director 2	\$200
A06	Senior Professional 1	\$175
A07	Senior Professional 2	\$160
A08	Professional 1	\$140
A09	Professional 2	\$125
A10	Professional 3	\$115
A11	Intern	\$85
B01	Lead Design Technician 1	\$255
B02	Lead Design Technician 2	\$230
B03	Lead Design Technician 3	\$210
B04	Senior Design Technician 1	\$170
B05	Senior Design Technician 2	\$160
B06	Design Technician 1	\$150
B07	Design Technician 2	\$135
B08	Drafting/Design 1	\$125
B09	Drafting/Design 2	\$115
B10	Drafting/Design 3	\$105
B11	Drafting/Design 4	\$95
B12	Intern Drafting/Design	\$85
C01	Business Services Manager 1	\$250
C02	Business Services Manager 2	\$210
C03	Senior Admin Officer 1	\$155
C04	Senior Admin Officer 2	\$125
C05	Admin Officer 1	\$105
C06	Admin Officer 2	\$90
C07	Admin Officer 3	\$75
D01	Business Services Manager 1	\$275
D02	Business Services Manager 2	\$255
D03	Senior Admin Officer 1	\$215
D04	Senior Admin Officer 2	\$170
D05	Admin Officer 1	\$155
D06	Admin Officer 2	\$110
D07	Admin Officer 3	\$100
D08	Admin Officer 4	\$90
D09	Admin Officer 5	\$85
D10	Admin Officer 6	\$75
S01	Senior Construction Manager	\$250
S02	Construction Manager	\$205
S03	Lead Site Engineer/Supervisor	\$175
S06	Lead Inspector	\$165
S07	Senior Inspector	\$150
S08	Inspector / Specialist 1	\$135
S09	Inspector / Specialist 2	\$110
S10	Clerk / Specialist 3	\$80
S13	Operator/Laborer 1	\$125
S16	Operator/Laborer 2	\$105
S17	Operator/Laborer 3	\$95

- 1 Rates are for employees of all GHD companies.
- 2 All travel cost will be invoiced at coach class rates. Lodging and meal expenses will be at cost unless per diem rate is negotiated.
- 3 Reimbursement for direct expenses incurred for proposed services, including sub-consultant services, will be billed at cost plus 15%.
- 4 GHD has implemented a system of billing for consumables on a per hour basis. Associated Project Cost (APC) is a unit cost replacing the individual tracking of some of the consumable costs directly related to projects. Each year the total consumable audited costs are compiled from our general ledger including:
 - Office consumables including engineering supplies and postage
 - Reproduction consumable costs including equipment lease and maintenance, printing, and stationary
 - Communication consumables including telephone expenses
 - Equipment consumable including CADD, software, and IT expenses
 Associated project cost (APC) will be invoiced at the following rate:
 - a. General Associated Project Charges APC: \$6.50 / labor hour or 4% of labor costs
 - b. Field Services/Construction Inspector APC: \$11.50 / labor hour
- 5 Reimbursement for vehicles used for proposed services will be at the federally approved mileage rates or at a negotiated monthly rate.
- 6 Overtime for non-exempt employees will be charged at 1.5 times the hourly billing rate.
- 7 If prevailing wage are applicable, the above billing rates and APC will be adjusted proportionate to the increase in labor cost.
- 8 The Rate Schedule is subject to change annually, at a rate increase of 3%.

RATES AND COSTS EXHIBIT, continued



Rate Schedule

Software Technician.....	\$185 / Hour
On-Site Field Technician.....	\$1,500 / Day (Minimum One Day)

The Rate Schedule is subject to change annually, at a rate increase of 3%.

RATES AND COSTS EXHIBIT, continued



SCHEDULE OF CHARGES N2W Engineering January 2021		
Personnel ⁽¹⁾	Unit	Rate
Technical Advisor	Per Hour	\$225
Principal	Per Hour	\$225
Senior Project Manager	Per Hour	\$200
Project Manager	Per Hour	\$180
Senior Engineer	Per Hour	\$165
Senior Project Engineer	Per Hour	\$165
Construction Manager	Per Hour	\$165
Project Engineer	Per Hour	\$150
Staff Engineer	Per Hour	\$125
Assistant Professional	Per Hour	\$110
Sr. CAD Designer	Per Hour	\$125
CAD Designer	Per Hour	\$100
Project Coordinator	Per Hour	\$100
Clerical	Per Hour	\$ 80
Intern	Per Hour	\$ 60
Other	Unit	Rate
Traveling Vehicle Costs	Per Mile	\$0.56
Truck Use	Per Day	\$75
Subcontractor Markup	%	15
Equipment ⁽²⁾	Unit	Rate
Notes: (1) Personnel rates subject to a 150% markup for litigation support and 200% for court appearances; (2) Rates for other equipment not noted herein will be provided upon request (3) The Rate Schedule is subject to change annually, at a rate increase of 3%.		

RATES AND COSTS EXHIBIT, continued

John Robinson Consulting, Inc.

1055 East Colorado Blvd., Suite 500

Pasadena, CA 91106

Telephone: (626) 375-9389

E-mail: jrobinson@johnrobinsonconsulting.com

www.johnrobinsonconsulting.com

January 1, 2021 through December 31, 2024

Hourly Charge Rate and Expense Reimbursement Schedule ⁽¹⁾(2)

John Robinson, Principal	\$150/hour
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(1) Subcontractors are at cost and no markup will be applied

(2) Reimbursable In-House Costs (photo copies, blueprints, vehicle mileage) are within the hourly rate.

NOTE: All rates listed above are effective until December 31, 2024

RATES AND COSTS EXHIBIT, continued**SEPARATION PROCESSES, INC**

3152 Lincroft Avenue, Carlsbad, California 92010 Phone (760) 400-3660 FAX (760) 400-3661

**SPI Standard Billing Rates for Design Services
(effective January 1, 2021):**

<u>Position</u>	<u>Hourly Billing Rate</u>
Principal	\$270
Senior Project Manager	\$256
Project Engineer II	\$170
Project Engineer I	\$157
Engineer-II	\$147
Engineer-I	\$134
CAD Designer	\$129
Administrative	\$77
Travel expenses:	billed as incurred (mileage reimbursement at 58¢/mile)
Sub-consultant fees and other authorized expenses:	5% mark-up
The Rate Schedule is subject to change annually, at a rate increase of 3%.	

RATES AND COSTS EXHIBIT, continued**2021 GSI Fee Schedule**

Labor Category	Hourly Rate
Technical Professionals	
Principal	\$250
Supervising	\$200
Managing	\$170
Consulting	\$180
Project	\$140
Staff	\$120
Other Services	
GIS/Graphics	\$140
Editor/Documents	\$125
Administration	\$80

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

The Rate Schedule is subject to change annually, at a rate increase of 3%.

Expenses

- Mileage: IRS authorized rate/mile plus 10 percent markup
- Direct expenses and outside services: Cost plus 10 percent markup

INSURANCE EXHIBIT INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8393
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute**

forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

GHD A-8393 Professional Services Agreement v3

ACORD CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8393 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____						
NAMED INSURED SAMPLE	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered						
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS					
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS					
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">EACH OCCURRENCE</td> <td style="width: 50%;">AGGREGATE</td> </tr> <tr> <td style="height: 100px;"></td> <td></td> </tr> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____
EACH OCCURRENCE	AGGREGATE						
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8393 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____					

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____		
NAMED INSURED SAMPLE	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8393 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____	

EXHIBIT B

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement’s term. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: Iteris, Inc.
- (3) Services: On-call Traffic Engineering and Traffic Signal Systems consulting services.
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: January 31, 2025
- (6) Total Agreement Amount: The Total Agreement Amount shall not exceed \$1,000,000 during the three (3) year Contract Term.
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: Viggen Davidian, P.E., Overall Project Coordinator & Paul Frislie, P.E., I.M.S.A., SGC Project Manager
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Iteris, Inc.
1700 Carnegie Ave, Suite 100
Santa Ana, CA 92705-5551
Attn: Ramin Massoumi, P.E.
Senior Vice President & General Manager
Ph. (949) 270-9527
Email: rmm@iteris.com

FOR CITY:

City of Oxnard, Public Works Engineering
305 West Third Street, 2nd Floor East
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer
Ph. 805-385-8341
Email: tatiana.arnaout@oxnard.org

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:
pmf@itieris.com

CITY'S PROJECT MANAGER:
tatiana.arnaout@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)
- ☐ Prevailing Wage Exhibit
- ☒ Iran Contracting Act Certification

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and

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

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

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

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

16. Documents and Materials.

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or

impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

[Signatures on next page]

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

CITY OF OXNARD

ITERIS, INC.

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

Khristine Arakaki December 7, 2021
 Khristine Arakaki, Assistant Secretary ² Date

Khristine Arakaki December 7, 2021
 Khristine Arakaki, Vice President, Legal Date

ATTEST:

 Rose Chaparro, City Date
 Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 2 – TRAFFIC ENGINEERING

The Scope of Services for Traffic Engineering includes providing professional traffic engineering support and expertise in the application of Traffic Engineering principles and practices to enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods.

Traffic engineering services may include but not be limited to:

- Review of new development projects, including site plans, public improvements, traffic impact analyses, transportation modeling, and area-wide transportation studies, and make recommendations for conditions of approval to address potential traffic issues.
Design and/or review plans for traffic signals, traffic control, and signing and striping.
- Design and/or review plans for modern roundabout design.
- Prepare and implement traffic signal timing and coordination plans and make recommendations for improving signal operations.
- Provide technical support to traffic signal maintenance staff, including traffic signal communication system trouble shooting, central system software, equipment and system design.
- Evaluate and implement intelligent transportation systems technologies.
- Review and evaluate traffic collision data and advise City staff on traffic safety issues.
- Conduct traffic safety investigations and prepare engineering reports and studies in response to citizen requests.
- Conduct engineering and traffic surveys for establishing speed limits.
- Prepare all-way stop and traffic signal warrant studies.
- Prepare feasibility studies, traffic analysis and design of modern roundabouts.
- Prepare traffic management plans for special events and provide technical support for field crews during events.
- Prepare neighborhood traffic calming and management plans.
- Plan and design bicycle and pedestrian facilities.
- Attend City Council and Planning Commission meetings, if requested.

RATES AND COSTS EXHIBIT



213.488.0345
iteris.com

801 South Grand Avenue, Suite 750
Los Angeles, CA 90017

SINGLE TIERED RATE SHEET

Table 1 provides a single tiered schedule of Iteris standard hourly rates by job classification. These rates are effective for the three year contract term.

Table 1 Iteris Standard Fee Schedule

STAFF CLASSIFICATION	Billing Rate
Support Staff I	\$100
Support Staff II	\$130
Support Staff III	\$190
Analyst	\$130
Technician	\$130
Specialist I	\$120
Specialist II	\$160
Specialist III	\$195
Assistant Engineer/Planner	\$130
Assistant Engineer/Planner II	\$145
Associate Engineer/Planner	\$140
Associate Engineer/Planner II	\$170
Engineer/Planner	\$165
Engineer/Planner II	\$220
Senior Engineer/Planner/Manager I	\$235
Senior Engineer/Planner/Manager II	\$265
Senior Engineer/Planner/Manager III	\$290
Senior Systems Engineer	\$295
Senior Systems Engineer II	\$340
Associate Vice President/Principal/Director	\$330
Associate Vice President/Principal/Director II	\$360
Vice President/Chief Scientist	\$375

STANDARD TERMS AND CONDITIONS

- Billings will be monthly at the individual Categories and Rates for the persons actually performing the work during the performance period. Rates are subject to adjustments after the three year contract term.
- Equipment expenses will be billed at cost plus 10%. Other expenses, such as traffic counts, postage/delivery service, reproduction, transportation, and subsistence, will be billed at cost.
- All mileage rates will be based upon IRS standard rates.

INSURANCE EXHIBIT INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8394
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

Iteris A-8394 Professional Services Agreement.v2

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. A-8394****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE			
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)		
PRODUCER	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits				
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)				
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered				
SAMPLE		CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE		OTHER PROVISIONS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence					
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">EACH OCCURRENCE</td> <td style="width: 50%; padding: 2px;">AGGREGATE</td> </tr> </table>		EACH OCCURRENCE	AGGREGATE	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____
EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____					
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:					
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER					
CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8394 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____			

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____		
NAMED INSURED SAMPLE	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____ _____ _____		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS _____ _____ _____	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8394 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Iteris, Inc.

Federal ID Number (or n/a):

95-2588496

By (Authorized Signature): Khristine Arakaki

Khristine Arakaki, Vice President Legal

Printed Name & Title of Person Signing:

Date Executed

December 7, 2021

Executed in the County of Orange in the State of California

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: Kennedy/Jenks Consultants, Inc.
- (3) Services: On-Call Utility Engineering Services
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: January 31, 2025
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Tim Beaman
- (8) Consultant's Project Manager: Jeff Savard, Vice President
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Kennedy/Jenks Consultants, Inc.
Attn: Jeff Savard, Vice President
2775 N. Ventura Road, Suite 202
Oxnard, CA 93036

FOR CITY:

City of Oxnard
Attn: Tim Beaman, Supervising Civil Engineer
305 W Third Street, Third Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

JeffSavard@kennedyjenks.com

CITY'S PROJECT MANAGER:

Timothy.Beaman@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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

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

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

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

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

16. Documents and Materials.

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

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

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

KENNEDY/JENKS CONSULTANTS, INC.

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

Jeff Savard, Vice President² Date

Gerard P. Cavaluzzi, Secretary Date

ATTEST:

Rose Chaparro, City Date
Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 3 – UTILITY ENGINEERING

Utility Engineering services may include but not be limited to planning, policy & regulations, feasibility studies, hydraulic modeling, design, documentation, and construction management for the following:

- Water Distribution
 - Pump stations
 - Pipelines
- Water Treatment
 - Desalter groundwater treatment
- Water Production
 - Wells
 - Blending stations
- Wastewater Collection
 - Gravity sewer lines
 - Manholes
 - Lift Stations
 - Force mains
- Wastewater Treatment
 - Plant hydraulics
 - Odor control
 - Optimization
 - Cogen
- Advanced Water Purification
 - RO membrane treatment
 - Regulatory compliance
 - Distribution
 - Groundwater recharge
- Storm Water Collection
- Chemical storage and dosing
- Pumps (water distribution, sewer lift stations, chemical dosing)
- Motors (Electrical, diesel, and natural gas)
- Material specification
- Electrical
 - Panels
 - Loading
 - Standby Power
 - Variable frequency drives
- SCADA
 - PLCs
 - Equipment Specification

RATES AND COSTS EXHIBIT



Client/Address: Purchasing Division
City of Oxnard
300 West Third Street
City of Oxnard, CA 93030

Contract/Proposal Date: July 30, 2021
Engineering Multi-Year Professional Services

Custom Schedule of Charges

January 1, 2020

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1.....	\$130
Engineer-Scientist-Specialist 2.....	\$165
Engineer-Scientist-Specialist 3.....	\$185
Engineer-Scientist-Specialist 4.....	\$200
Engineer-Scientist-Specialist 5.....	\$220
Engineer-Scientist-Specialist 6.....	\$245
Engineer-Scientist-Specialist 7.....	\$270
Engineer-Scientist-Specialist 8.....	\$290
Engineer-Scientist-Specialist 9.....	\$305
Construction Inspector.....	\$185
Senior Construction Inspector.....	\$190
Construction Manager.....	\$205
Senior Construction Manager.....	\$230
CAD-Technician.....	\$120
Senior CAD-Technician.....	\$140
CAD-Designer.....	\$155
Senior CAD-Designer.....	\$175
Project Administrator.....	\$130
Administrative Assistant.....	\$110
Aide.....	\$85

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective July 1, 2021 through February 28, 2023. Rates will be adjusted annually based on mutually agreed upon increases between the City and Kennedy/Jenks Consultants.

HOPKINS
GROUNDWATER
CONSULTANTS

Project Fee Schedule

Labor Category

Expert Witness	\$ 560
Principal Professional	\$ 280
Associate Professional	\$ 225
Senior Professional	\$ 205
Project Professional	\$ 185
Staff Professional	\$ 155
Technician	\$ 135

(Prevailing Wage Projects Requiring Technician Labor 1.5 times normal rate)

Draftsman/Illustrator	\$ 120
Word Processor	\$ 105

Other Expenses

Travel Expenses	Cost plus 15 percent
Reproduction Expenses	Cost plus 15 percent
Outside services and materials	Cost plus 15 percent
Vehicle Mileage	IRS Rate

Equipment Rental

	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
MiniTROLL (data logger < 100 FT)	\$100	\$310	\$ 925
HERMIT 3000 (data logger)	\$125	\$400	\$1,200
Pressure Transducer (< 400 FT)	\$ 65	\$190	\$ 575
Pressure Transducer (< 1,000 FT)	\$ 95	\$300	\$ 900
Water Level Sounder or nitrogen tank	\$ 40	\$140	\$ 420
Stream Flow Meter	\$ 40	\$140	\$ 420
Grundfos RediFLo 2 Sample Pump	\$150	\$450	\$1,350
Trash Pump (3-inch dia. discharge)	\$ 65	\$260	\$ 780
HyDAC/Hanna (Ec, pH, temp. meter)	\$ 45	\$140	\$ 420
Horiba U-10 Water Quality Probe	\$ 75	\$260	\$ 780
YSI 556MPS Water Quality Probe	\$ 65	\$220	\$ 660
Rossum Sand Tester	\$ 30	\$ 75	\$ 225
Mud Parameter Test Kit	\$ 35	\$140	\$ 420
Drilling Fluid/Mud Press	\$ 45	\$180	\$ 540
MFI/SDI Test Kit	\$ 25	\$ 75	\$ 225
Truck Rental (3/4 ton)	\$100	\$600	\$2,400
Field Computer	\$ 50	-----	-----
Digital Camera	\$ 15	-----	-----
GA-52Cx Magnetometer	\$ 50	\$140	-----
Field Handheld GPS Unit	\$ 25	-----	-----
Water Quality Bailer (2")	\$ 45	-----	-----
Tedlar Gas Sample Bags	\$ 40	-----	-----
Nitrate or Chloride Field Test Kits	\$ 40	-----	-----
Electric Generator (220/110 W) (8 hr/day)	\$ 85	\$200	\$ 600
Electric Power Inverter (8 hr/day)	\$ 25	\$ 75	\$ 180
Downhole Video Camera (hand operated)	\$400	-----	-----

JANUARY 2021



2021 KEH GROUP, INC. SCHEDULE OF CHARGES

Classification / Billing Title	Hourly Billing Rates
Principal	\$198.00

Direct Expenses

Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus ten percent.

Reimbursement for employee-owned vehicles used in connection with the work will be at the rate per mile equal to the Privately Owned Vehicle (POV) Mileage Reimbursement Rate as established by the United States General Services Administration for the dates the POV is in use.

RATE SCHEDULE

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
PRODUCER _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">ENDORSEMENT NO.</td> <td style="width: 50%; padding: 2px;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)								
Telephone: _____ NAMED INSURED _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits							
TYPE OF INSURANCE		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered							
CITY AGREEMENTS/PERMITS		OTHER PROVISIONS							
CLAIMS Made Retroactive Date _____ Occurrence		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 2px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 2px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 2px;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:									
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.									
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER									
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____							

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City") PRODUCER _____ Telephone: _____ NAMED INSURED _____		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____
POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER _____		OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: Rincon Consultants, Inc.
- (3) Services: On-Call Environmental Services
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: January 31, 2025
- (6) Total Agreement Amount: \$500,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Jennifer Haddow, PhD
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Rincon Consultants, Inc.
Attn: Jennifer Haddow, Vice President
180 North Ashwood Avenue
Ventura, CA 93003

FOR CITY:

City of Oxnard
Attn: Tatiana Arnaout, City Engineer
305 W Third Street, Third Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

jhaddow@rinconconsultants.com

CITY'S PROJECT MANAGER:

Tatiana.Arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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

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

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

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

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

16. Documents and Materials.

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

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

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

RINCON CONSULTANTS, INC.

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

Jennifer Haddow, Vice President² Date

Lacrisa Davis, CFO Date

ATTEST:

Rose Chaparro, City Date
Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 4 – ENVIRONMENTAL SERVICES

The City is seeking on-call environmental services to provide support for capital improvement project planning and compliance. Examples of required expertise includes but is not limited to:

- California Environmental Quality Act (CEQA) compliance
- National Environmental Policy Act (NEPA) compliance
- Environmental Impact Reports
- Environmental Assessments
- Mitigation compliance
- Ventura County Air Pollution Control District Permitting
- Archeological and paleontological surveys, monitoring, coordination, and technical studies
- Native American monitoring
- Biological survey, monitoring, coordination, and technical studies
- State and Federal funding compliance
- Coastal permitting
- Contaminated soils study and remediation
- Hazardous waste, asbestos and lead testing and mitigation planning
- Stormwater Pollution Prevention Plans
- Public presentations, outreach, and comment integration

RATES AND COSTS EXHIBIT



Rincon Consultants, Inc.

Rate Sheets

Rincon Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II (<i>Jennifer Haddow</i>)	\$270
Director II	\$270
Principal I (<i>Christopher Julian</i>)	\$250
Director I (<i>Kiernan Brtalik</i>)	\$250
Senior Supervisor II (<i>Derek Lerma, Julie Doane-Allmon, Scott English</i>)	\$228
Supervisor I (<i>Matthew Dunn</i>)	\$215
Senior Professional II (<i>Aubrey Mescher, Eric Schaad, Jennifer DiCenzo, Jerry Hittleman, Lexi Journey, Robin Murray, Steve Howard</i>)	\$195
Senior Professional I (<i>Jaime McClain</i>)	\$179
Professional IV (<i>Annaliese Miller</i>)	\$164
Professional III	\$152
Professional II	\$135
Professional I (<i>Amanda Antonelli</i>)	\$120
Associate III	\$108
Associate II	\$98
Associate I	\$90
Project Assistant	\$85
Senior GIS Specialist	\$155
GIS/CADD Specialist II	\$135
GIS/CADD Specialist I	\$120
Technical Editor	\$120
Production Specialist	\$98
Clerical	\$85

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$85/day
4WD and Off-Road Vehicles*	\$135/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 4% annual escalation.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

E n v i r o n m e n t a l S c i e n t i s t s

P l a n n e r s

E n g i n e e r s



Rincon Consultants, Inc.

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$144
Four Gas Monitor	\$124
Flame Ionization Detector	\$100
Photo Ionization Detector	\$75
Hand Auger Sampler	\$57
Water Level Indicator, DC Purge Pump	\$41
Natural Resources Field Equipment	
UAS Drone	\$250
Spotting or Fiberoptic Scope	\$155
Pettersson Bat Ultrasound Detector/Recording Equipment	\$155
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$103
GPS (Sub-meter Accuracy)	\$60
Infrared Sensor Digital Camera or Computer Field Equipment	\$52
Scent Station	\$21
Laser Rangefinder/Altitude	\$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$565
Boat (20 ft. Boston Whaler or Similar)	\$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$155
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$57
Refractometer (Salinity) or Turbidity Meter	\$35
Large Block Nets	\$103
Minnow Trap	\$88
Net, Hand/Large Seine	\$10/\$50
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$100
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$130
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$155
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbler, Buckets)	\$52
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$50
Insurance, Hazard and Safety Fees	
L&H Dive Insurance	\$50/diver
Level C Health and Safety	\$60/person



Environmental Consulting Services
Asbestos • Mold • Lead • Property Assessment

PROFESSIONAL FEE SCHEDULE - 2021

Professional Services	Rate
Principal Consultant / President	\$ 120/hr
Senior Professional / Certified Asbestos Consultant	\$ 100/hr
Staff Professional / Hygienist / CSST	\$ 90/hr
Field Technician / Project Monitor	\$ 85/hr
Clerical / Drafting / Word Processing	\$ 45/hr
Legal and Forensic Testimony	\$ 300/hr

Includes expert witness testimony (depositions, mediations, arbitrations or court appearances).

Laboratory Analytical Fees

<u>Microbial(Mold/Fungi)</u>	<u>Standard Turnaround</u>	<u>Rush (24 hr)</u>
Non-Viable Air (<i>direct exam</i>)	\$ 85 ea. (2-3 days)	\$ 125 ea.
Non-Viable Surface (<i>tape or bulk</i>)	\$ 85 ea. (2-3 days)	\$ 125 ea.
Viable Air or Swab (<i>Aspergillus/Stachybotrys ID</i>)	\$ 120 ea. (7-10 days)	NA
Viable Bulk/Dust (<i>Aspergillus/Stachybotrys ID</i>)	\$ 120 ea. (7-10 days)	NA

<u>Bacteria</u>		
E. coli/Total Coliform (<i>Sewage Screen</i>)	\$ 60 ea. (3-5 days)	NA
Bacterial culture (total plate count)	\$ 100 ea. (3-5 days)	NA
Viable Air (<i>Total Bacteria</i>)	\$ 100 ea. (3-5 days)	NA

<u>Asbestos, Lead & Other Contaminants</u>		
Asbestos bulk (<i>Polarized Light Microscopy</i>)	\$ 20 ea. (2-3 days)	\$ 40 ea.
Asbestos air (<i>Phase Contrast Microscopy</i>)	\$ 20 ea. (2-3 days)	\$ 40 ea.
Asbestos air by TEM Analysis	\$ 150 ea. (3-5 days)	\$ 200 ea.
Asbestos bulk by Point Count or TEM	\$ 120 ea. (3-5 days)	NA
Lead-in air or bulk (<i>paint chips, dust wipes, soil, etc.</i>)	\$ 30 ea. (3-5 days)	\$ 50 ea.
Radon (short-term canister, 48-96 hr.)	\$ 50 ea. (3-5 days)	NA
Formaldehyde, Allergens, Indoor air pollutants		Bid upon request
Soil & Groundwater Sampling		Bid upon request

Field Equipment, Supplies, Travel, etc.

XRF Analyzer for Lead-Based Paint	\$ 250/day, \$125/half-day or \$50/hr
Thermal Imaging (infrared) Camera	\$ 50/day
Soil Sampling Equipment (Hand Auger/Soil Punch)	\$ 50/day
Mileage Reimbursement (roundtrip, for projects >50 miles from FCG offices)	\$ 0.56/mile
Per Diem (lodging & meals, if overnight stay is required due to distance from office)	TBD
Outside services, miscellaneous equipment & field supplies not listed	Actual Cost + 15%

1009 Mercer Ave.
Ojai, CA 93023

Tel: 805.646.1995 | Fax: 805.669.3538
Info@fcgenviro.com | www.fcgenviro.com

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
PRODUCER Telephone: NAMED INSURED		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits </td> <td style="width: 50%; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ENDORSEMENT NO. </td> <td style="width: 50%; padding: 5px;"> ISSUE DATE (MM/DD/YY) </td> </tr> </table> </td> </tr> </table>		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ENDORSEMENT NO. </td> <td style="width: 50%; padding: 5px;"> ISSUE DATE (MM/DD/YY) </td> </tr> </table>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)		
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TYPE OF INSURANCE		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE </td> <td style="width: 50%; padding: 5px;"> ☐ Claims Made Retroactive Date _____ ☐ Occurrence </td> </tr> </table>		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made Retroactive Date _____ ☐ Occurrence				
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made Retroactive Date _____ ☐ Occurrence								
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:		OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.									
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____							

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER Telephone: NAMED INSURED		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
CITY AGREEMENTS/PERMITS		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: Carollo Engineers, Inc.
- (3) Services: On-Call Utility Engineering Services
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: January 31, 2025
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Tim Beaman
- (8) Consultant's Project Manager: Eric, M. Mills, PE, Sr. Vice President
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|---|--|
| <i>FOR CONSULTANT:</i> | <i>FOR CITY:</i> |
| Carollo Engineers, Inc. | City of Oxnard |
| Attn: Eric M. Mills, Sr. Vice President | Attn: Tim Beaman, Supervising Civil Engineer |
| 707 Wilshire Blvd, Suite 3920 | 305 W Third Street, Third Floor |
| Los Angeles, CA 90017 | Oxnard, CA 93030 |
- (11) Contact Emails:
- | | |
|--|--------------------------------|
| <i>CONSULTANT'S PROJECT
MANAGER:</i> | <i>CITY'S PROJECT MANAGER:</i> |
| emills@carollo.com | Timothy.Beaman@oxnard.org |

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

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

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

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

16. Documents and Materials.

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

CAROLLO ENGINEERS, INC.

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

Lydia Holmes, Vice President² _____ Date _____

Eric M. Mills, Senior Vice President _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 3 – UTILITY ENGINEERING

Utility Engineering services may include but not be limited to planning, policy & regulations, feasibility studies, hydraulic modeling, design, documentation, and construction management for the following:

- Water Distribution
 - Pump stations
 - Pipelines
- Water Treatment
 - Desalter groundwater treatment
- Water Production
 - Wells
 - Blending stations
- Wastewater Collection
 - Gravity sewer lines
 - Manholes
 - Lift Stations
 - Force mains
- Wastewater Treatment
 - Plant hydraulics
 - Odor control
 - Optimization
 - Cogen
- Advanced Water Purification
 - RO membrane treatment
 - Regulatory compliance
 - Distribution
 - Groundwater recharge
- Storm Water Collection
- Chemical storage and dosing
- Pumps (water distribution, sewer lift stations, chemical dosing)
- Motors (Electrical, diesel, and natural gas)
- Material specification
- Electrical
 - Panels
 - Loading
 - Standby Power
 - Variable frequency drives
- SCADA
 - PLCs
 - Equipment Specification

RATES AND COSTS EXHIBIT

CAROLLO ENGINEERS, INC. Rate Schedule	
	<u>Hourly Rate</u>
Engineers/Scientists	
Staff Engineer	\$172.00
Assistant Professional	201.00
Senior Staff Engineer	215.00
Professional	243.00
Supervising Project Engineer	269.00
Project Professional	286.00
Lead Project Professional	306.00
Senior Technical Advisor/VP	328.00
Technicians	
Technicians	155.00
Project Technicians	194.00
Senior Technicians	211.00
Support Staff	
Document Processing / Clerical	138.00
Office Aid	109.00
Other Direct Expenses	
Travel and Subsistence	Included in overhead, not billed separately
Mileage at IRS Reimbursement Rate Effective January 1, 2021	\$.56 per mile Included in overhead, not billed separately
Subconsultant	cost + 5%
Other Direct Cost	cost + 5%
Expert Witness	Rate x 2.0

Rates are effective through February 28, 2023. Rates will be adjusted annually based on mutually agreed upon increases between the City and Carollo.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above

by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
 Insurance Compliance
 Reference No. _____
 P.O. Box 100085 – OX
 Duluth, GA 30096
 Via Email: cityofoxnard@ebix.com
 Via Fax: 678-259-1007
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
PRODUCER Telephone: NAMED INSURED		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits </td> <td style="width: 50%; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ENDORSEMENT NO. </td> <td style="width: 50%; padding: 5px;"> ISSUE DATE (MM/DD/YY) </td> </tr> </table> </td> </tr> </table>		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ENDORSEMENT NO. </td> <td style="width: 50%; padding: 5px;"> ISSUE DATE (MM/DD/YY) </td> </tr> </table>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)		
POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ENDORSEMENT NO. </td> <td style="width: 50%; padding: 5px;"> ISSUE DATE (MM/DD/YY) </td> </tr> </table>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)								
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ☐ Claims Made Retroactive Date _____ ☐ Occurrence </td> <td style="width: 50%; padding: 5px;"> OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____ </td> </tr> </table>		☐ Claims Made Retroactive Date _____ ☐ Occurrence	OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____				
☐ Claims Made Retroactive Date _____ ☐ Occurrence	OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____								
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:									
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.									
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____							

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE			
PRODUCER Telephone: NAMED INSURED		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">ENDORSEMENT NO.</td> <td style="width: 50%; padding: 2px;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS			
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:					
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____			

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: Environmental Science Associates
- (3) Services: On-Call Environmental Services
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: January 31, 2025
- (6) Total Agreement Amount: \$500,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Monica Strauss
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Environmental Science Associates
Attn: Monica Strauss, Vice President
770 Paseo Camarillo, Suite 310
Camarillo, CA 93010

FOR CITY:

City of Oxnard
Attn: Tatiana Arnaout, City Engineer
305 W Third Street, Third Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

mstrauss@esassoc.com

CITY'S PROJECT MANAGER:

Tatiana.Arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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

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

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

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

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

16. Documents and Materials.

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

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

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

ENVIRONMENTAL SCIENCE ASSOCIATES

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

 _____ Dec 17, 2021
Monica Strauss, Vice President Date

 _____ Dec 15, 2021
[Albert Cuisinot \(Dec 15, 2021 12:31 PST\)](#) Date
Albert Cuisinot, CFO

ATTEST:

Rose Chaparro, City Date
Clerk (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 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.

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 4 – ENVIRONMENTAL SERVICES

The City is seeking on-call environmental services to provide support for capital improvement project planning and compliance. Examples of required expertise includes but is not limited to:

- California Environmental Quality Act (CEQA) compliance
- National Environmental Policy Act (NEPA) compliance
- Environmental Impact Reports
- Environmental Assessments
- Mitigation compliance
- Ventura County Air Pollution Control District Permitting
- Archeological and paleontological surveys, monitoring, coordination, and technical studies
- Native American monitoring
- Biological survey, monitoring, coordination, and technical studies
- State and Federal funding compliance
- Coastal permitting
- Contaminated soils study and remediation
- Hazardous waste, asbestos and lead testing and mitigation planning
- Stormwater Pollution Prevention Plans
- Public presentations, outreach, and comment integration

RATES AND COSTS EXHIBIT

ESA Rates

Description	Billing Rate
Senior Director III	\$240.00
Senior Director II	\$235.00
Senior Director I	\$230.00
Director III	\$225.00
Director II	\$210.00
Director I	\$200.00
Managing Associate III	\$180.00
Managing Associate II	\$175.00
Managing Associate I	\$165.00
Senior Associate III	\$160.00
Senior Associate II	\$150.00
Senior Associate I	\$140.00
Associate III	\$130.00
Associate II	\$125.00
Project Technician III	\$125.00
Associate I	\$105.00
Project Technician II	\$100.00
Project Technician I	\$85.00

Ninyo & Moore Rates

Professional Staff	
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist...	\$188
Senior Engineer/Geologist/Environmental Scientist.....	\$178
Senior Project Engineer/Geologist/Environmental Scientist.....	\$173
Project Engineer/Geologist/Environmental Scientist.....	\$165
Senior Staff Engineer/Geologist/Environmental Scientist	\$150
Staff Engineer/Geologist/Environmental Scientist.....	\$134
GIS Analyst.....	\$123
Technical Illustrator/CAD Operator	\$98
Field Staff	
Certified Asbestos/Lead Technician	\$173
Field Operations Manager.....	\$119
Nondestructive Examination Technician (UT, MT, LP)	\$114
Supervisory Technician.....	\$104
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$104
Senior Technician.....	\$103
Technician.....	\$98
Administrative Staff	
Information Specialist.....	\$83
Geotechnical/Environmental/Laboratory Assistant	\$81
Data Processor.....	\$71

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of 5,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must have at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Consultant agrees that all insurance coverages shall be provided by a California authorized insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		Telephone: NAMED INSURED	
☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered	
CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made Retroactive Date _____ ☐ Occurrence			
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	LIABILITY LIMITS IN THOUSANDS \$		
	EACH OCCURRENCE	AGGREGATE	
		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityvofoxnard@ebix.com Via Fax: 678-259-1007		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____	

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: Leighton Consulting, Inc.
- (3) Services: On-call Geotechnical Engineering and Material and Laboratory Testing Services
- (4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above
- (5) Agreement Ending Date: February 1, 2025
- (6) Total Agreement Amount: The Total Agreement Amount shall not exceed \$750,000 during the three (3) year Contract Term
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: Gareth Mills, PG, CEG
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

56 East Main Street, Suite 207
Ventura, CA 93001
Attn: Gareth Mills, PG, CEG

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

gimills@leightongroup.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

Upon full payment of undisputed amounts in accordance with this Agreement, the following in this Section 16a shall be applicable:

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

20. Consultant's Representations. Consultant represents, 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

LEIGHTON CONSULTING, INC.

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

 Thomas C. Benson, CEO ² _____ Date

 Joseph Dean, Secreatry _____ Date

ATTEST:

 Rose Chaparro, City _____ Date
 Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

Geotechnical Engineering Scope of Services

Design of civil engineering projects often requires evaluation of subsurface conditions, investigation of possible geologic hazards, and development of recommendations for foundation designs, material requirements, and material qualities.

The evaluation of geotechnical properties typically involve the review of existing information, field exploration, recommendations for laboratory analytical testing of materials, geologic and geotechnical evaluation, geotechnical recommendation and preparation of geotechnical reports. These items will be utilized for the design and construction of roadways, foundations and other structures.

Must be ready to provide any of the following services or complete tasks as requested by the Project Engineer. This list is not intended to be exhaustive, but rather should be a guide to the tasks that would typically be asked of a consultant selected under this group subcategory for Geotechnical Engineering.

Subcategory 1.1 Surface Exploration and Investigation
Typical tasks associated with this subcategory include:

- Exploratory Drilling
- Soil borings and Sampling
- Delineation of Subsurface Contamination
- Geophysical Explorations
- Groundwater Investigations
- Rock/Pavement Coring

Subcategory 1.2 – Soil Classification and Laboratory Testing
Typical tasks associated with this subcategory include:

- Classification of soil and rock types
- Shear strength, expansion potential, and compressibility
- Site Preparation
- Comprehensive soils engineering services

Construction Material & Laboratory Testing Scope of Services

All work within this category shall be in accordance with the City's Quality Assurance Plan (QAP). Typical tasks associated with this category include:

- Nuclear gauge testing (soils and asphalt)
- Sand cone
- Sand equivalents
- Concrete components and mix design
- Concrete checking of production equipment and procedures

- Concrete placement, curing and hardened specimens

RATES AND COSTS EXHIBT



PROFESSIONAL FEE SCHEDULE

LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I.....	81	Project Administrator/Word Processor/Dispatcher	74
Technician II / Special Inspector	90	Information Specialist	99
Senior Technician / Senior Special Inspector	106	CAD Operator.....	117
Prevailing Wage (field soils / materials tester) *	138	GIS Specialist.....	126
Prevailing Wage (Special Inspector) *	142	GIS Analyst	149
Prevailing Wage (Source Inspector, NDT and soil remediation O&M)*	145	Staff Engineer / Geologist / Scientist.....	138
System Operation & Maintenance (O&M) Specialist.....	135	Senior Staff Engineer / Geologist / Scientist / ASMR	152
Non Destructive Testing (NDT).....	142	Operations / Laboratory Manager.....	167
Deputy Inspector	106	Project Engineer / Geologist / Scientist	175
Field / Laboratory Supervisor	135	Senior Project Engineer / Geologist / Scientist / SMR.....	193
Source Inspector	122	Associate.....	212
City of Los Angeles Deputy Building (including Grading) Inspector	144	Principal.....	230
* See Prevailing Wages in Terms and Conditions		Senior Principal	266

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		COMPACTION & PAVEMENT SUBGRADE TESTS	
Photograph of sample	10	Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216)	20	- 4 inch diameter mold (Methods A & B)	160
Moisture & density (ASTM D2937) ring samples.....	30	- 6 inch diameter mold (Method C)	215
Moisture & density (ASTM D2937) Shelby tube or cutting	40	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318):	150	- 4 inch diameter mold Methods A & B.....	220
- Single point, non-plastic.....	85	- 6 inch diameter mold Method C.....	245
- Atterberg limits (organic ASTM D2487 / D4318)	180	Check point (per point)	65
- Visual classification as non-plastic (ASTM D2488).....	10	Relative compaction of untreated/treated soils/aggregates (CTM 216)	250
Particle size:		Relative density 0.1 ft mold (ASTM D4253, D4254)	235
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	135	California Bearing Ratio (ASTM D1883)	
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	175	- 3 point	500
- Hydrometer only (ASTM D7928)	110	- 1 point	185
- Sieve + hydrometer ≤3 inch sieve, (ASTM 7928)	185	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301).....	310
- Percent passing #200 sieve, wash only (ASTM D1140)	70	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	340
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207)	130	SOIL CHEMISTRY & CORROSIVITY	
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206)	100	pH Method A (ASTM D4972 or CTM 643)	45
- Total porosity - on Shelby tube sample (calculated)	165	Electrical resistivity – single point – as received moisture.....	45
- Total porosity - on other sample (calculated)	155	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
Shrinkage limits wax method (ASTM D4943)	126	pH + minimum resistivity (CTM 643)	130
Pinhole dispersion (ASTM D4647)	210	Sulfate content - gravimetric (CTM 417 B Part 2)	70
Dispersive characteristics (double hydrometer ASTM D4221)	90	Sulfate content - by ion chromatograph (CTM 417 Part 2)	80
As-received moisture & density (chunk/carved samples)	60	Sulfate screen (Hach®)	30
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	105	Chloride content (AASHTO T291/CTM 422)	70
SHEAR STRENGTH		Chloride content – by ion chromatograph (AASHTO T291/CTM 422).....	80
Pocket penetrometer	15	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	265
Direct shear (ASTM D3080, mod., 3 points):		Organic matter content (ASTM D2974).....	65
Consolidated undrained - 0.05 inch/min (CU)	285	CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidated drained - <0.05 inch/min (CD)	345	Consolidation (ASTM D2435):.....	195
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear).....	50	Each additional time curve	45
Remolding or hand trimming of specimens (3 points)	90	Each additional load/unload w/o time reading	40
Oriented or block hand trimming (per hour).....	65	Expansion Index (ASTM D4829)	130
Single point shear.....	105	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only).....	105
Torsional shear (ASTM D6467 / ASTM D7608).....	820	Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	290



FEE SCHEDULE

METHOD	\$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166).....	135
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress).....	170
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress).....	375
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress).....	375
Silt or clayey sand soils (per confining stress).....	500
Clay soils (per confining stress).....	705
Three-stage triaxial (sand or silty sand soils).....	655
Three-stage triaxial (silt or clayey sand soils).....	875
Three-stage triaxial (clay soils).....	1,235
Remolding of test specimens.....	65

METHOD	\$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress	
(EPA 9100/ASTM D5084, falling head Method C):.....	310
Each additional effective stress.....	120
Hand trimming of soil samples for horizontal K.....	60
Remolding of test specimens.....	65
Permeability of granular soils (ASTM D2434).....	135
Soil suction (filter paper method, ASTM D5298).....	400
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558).....	240
Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	60
Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235

¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8").....	35
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42).....	40
Trimming concrete cores (per core).....	20
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523).....	85
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523).....	85
Non shrink grout cubes (2 inch, ASTM C109/C1107).....	25
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157).....	400
Length of concrete cores (CTM 531).....	40
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371).....	2,100
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324).....	900
Superpave gyratory compaction (AASHTO T312/ASTM D6925).....	350
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382).....	150
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382).....	1,350
Extraction by centrifuge, percent asphalt (ASTM D2172).....	150
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202).....	135
Stabilometer, S-Value (ASTM D1560/CTM 366).....	265
Bituminous mixture preparation (AASHTO R30/CTM 304).....	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370).....	60
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308).....	50
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308).....	55
Maximum density - Hveem (CTM 308).....	200
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309).....	130
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549).....	40
Wet track abrasion of slurry seal (ASTM D3910).....	150
Rubberized asphalt (add to above rates).....	+25%
BRICK	
Compression - cost for each, 5 required (ASTM C67).....	50
Absorption - cost for each, 5 required (ASTM C67).....	50

METHOD	\$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212).....	50
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213).....	60
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211).....	200
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211).....	250
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208).....	130
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206)	
>#4 retained.....	100
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	175
Durability Index (AASHTO T210/ASTM D3744/CTM 229).....	200
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226).....	40
Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234).....	130
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205).....	135
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235).....	215
Cleanliness value of coarse aggregate (CTM 227).....	210
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214).....	225
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214).....	650
MASONRY	
Mortar cylinders 2" x 4" (ASTM C780).....	30
Grout prisms 3" x 6" (ASTM C1019).....	30
Masonry cores compression, ≤6" diameter - testing only (ASTM C42).....	40
Masonry core-shear, Title 24 - test only.....	80
Veneer bond strength, cost for each - 5 required (ASTM C482).....	55
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	55
CMU moisture content, absorption & unit weight - 6 required (ASTM C140).....	50
CMU linear drying shrinkage (ASTM C426).....	175
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314).....	200
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314).....	250
BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3).....	990
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3).....	1,230
Type A Joint Seals (Caltrans SS 51-2).....	1,620
Type B Joint Seals (Caltrans SS 51-2).....	1,530
Bearing plates (A536).....	720



FEE SCHEDULE

METHOD \$/TEST

STREET LIGHTS/SIGNALS

LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86).....	1,300
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SPRAY APPLIED FIREPROOFING

Unit weight (density, ASTM E605).....	60
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REINFORCING STEEL AND PRESTRESSING STRANDS

Rebar tensile test, ≤ up to No. 11 (ASTM A370).....	65
Rebar tensile test, ≥ No. 14 & over (ASTM A370).....	200
Rebar bend test, up to No. 11 (ASTM A370).....	65
Rebar bend test, ≥ No. 14 & over (ASTM A370).....	200
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670).....	65
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670).....	85
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670).....	65
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670).....	40
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670).....	200
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670).....	200
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670).....	65
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670).....	200

METHOD \$/TEST

Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934).....	45
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934).....	65
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934).....	45
Prestressing wire, tension (ASTM A416).....	175
Sample preparation (cutting).....	50

FASTENERS / BOLTS / RODS

F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370).....	65
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370).....	75
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370).....	65
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370).....	75
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTM A370).....	65
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370).....	100
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370).....	120

SAMPLE TRANSPORT

Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office) ...	90
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EQUIPMENT LIST

ITEM	\$UNIT
1/4 inch Grab plates.....	5 each
1/4 inch Tubing (bonded).....	0.55 foot
1/4 inch Tubing (single).....	0.35 foot
3/8 inch Tubing, clear vinyl.....	0.55 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000.....	130 day
Air flow meter and purge pump (200 cc/min).....	50 day
Box of 24 soil drive-sample rings.....	120 box
Brass sample tubes.....	10 each
Caution tape (1000-foot roll).....	20 each
Combination lock or padlock.....	11 each
Compressed air tank and regulator.....	50 day
Concrete coring machine (≤6-inch-dia).....	150 day
Consumables (gloves, rope, soap, tape, etc.).....	35 day
Core sample boxes.....	11 each
Crack monitor.....	25 each
Cutoff saws, reciprocating, electric (Sawzall®).....	75 day
D-Meter Walking Floor Profiler.....	100 day
Disposable bailers.....	12 each
Disposable bladders.....	10 each
Dissolved oxygen meter.....	45 day
DOT 55-gallon containment drum with lid.....	65 drum
Double-ring infiltrometer.....	125 day
Dual-stage interface probe.....	80 day
Dynamic Cone Penetrometer.....	400 day
Generator, portable gasoline fueled, 3,500 watts.....	90 day
Global Positioning System/Laser Range Finder.....	80 day
Hand auger set.....	90 day
HDPE safety fence (≤100 feet).....	40 roll
Horiba U-51 water quality meter.....	135 day
Light tower (towable vertical mast).....	150 day
Magnehelic gauge.....	15 day
Manometer.....	25 day
Mileage (IRS Allowable).....	0.56 mile

ITEM	\$ UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907).....	60 test
Nuclear moisture and density gauge.....	88 day
Pachometer.....	25 day
Particulate Monitor.....	125 day
pH/Conductivity/Temperature meter.....	55 day
Photo-Ionization Detector (PID).....	120 day
Pump, Typhoon 2 or 4 stage.....	50 day
QED bladder pump w/QED control box.....	160 day
Quire fee – Phase I only.....	200 each
Resistivity field meter & pins.....	50 day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40.....	15 each
Slope inclinometer.....	200 day
Soil sampling T-handle (Encore).....	10 day
Soil sampling tripod.....	35 day
Stainless steel bailer.....	40 day
Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller.....	160 day
Submersible pump/transfer pump, 10-25 gpm.....	50 day
Support service truck usage (well installation, etc.).....	200 day
Survey/fence stakes.....	8 each
Tedlar® bags.....	18 each
Traffic cones (≤25)/barricades (single lane).....	50 day
Turbidity meter.....	70 day
Tyvek® suit (each).....	18 each
Vapor sampling box.....	55 day
Vehicle usage (carrying equipment).....	20 hour
VelociCalc.....	35 day
Visqueen (20 x 100 feet).....	100 roll
Water level indicator (electronic well sounder) <300 feet deep well.....	60 day
ZIPLEVEL®.....	15 day
Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site	

TERMS AND CONDITIONS

- **Escalation of Rates:** Labor rates will increase by 4% annually, starting on January 1, 2023.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 - 4 hours:** 4-hour minimum charge up to the first four hours of work
 - 8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.

Project time accrued includes portal to portal travel time.
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.



Advisian Americas Technical Consulting USA

Advisian Technical Consulting All-Inclusive Standard Rates

Classification	Hourly Rate (USD)
Engineer/Scientist - L1	\$248
Engineer/Scientist - L2	\$232
Engineer/Scientist - L3	\$216
Engineer/Scientist - L4	\$200
Engineer/Scientist - L5	\$184
Engineer/Scientist - L6	\$167
Engineer/Scientist - L7	\$151
Engineer/Scientist - L8	\$140
Engineer/Scientist - L9	\$124
Engineer/Scientist - L10	\$108
Designer/Technician - D1	\$221
Designer/Technician - D2	\$205
Designer/Technician - D3	\$194
Designer/Technician - D4	\$178
Designer/Technician - D5	\$162
Designer/Technician - D6	\$146
Designer/Technician - D7	\$130
Designer/Technician - D8	\$113
Designer/Technician - D9	\$97
Sr. Project Manager/Specialist - S1*	-----
Sr. Project Manager/Specialist - S2	\$324
Sr. Project Manager/Specialist - S3	\$292
Sr. Project Manager/Specialist - S4	\$270
Project Manager/Specialist - S5	\$243
Project Manager/Specialist - S6	\$216
Project Services - P1	\$173
Project Services - P2	\$146
Project Services - P3	\$119
Project Services - P4	\$92
Project Services - P5	\$65
Other Direct Costs**	INCLUDED

Notes:

The above rates apply to Advisian Technical Consulting services only, and are not applicable to management consulting or advisory services.

* Selected S1 rates will be determined on a project by project basis.

** Other Direct Costs including couriers, photocopies, faxes, long distance telephone, computer hardware, computer software excluding speciality programs, colour copies, and plots are included in the rates above. Out of office travel disbursements (including airfare, meals, accommodations and reasonable expenses), third party subconsultants, testing agency costs and any other non-labor costs are charged at cost plus a 10% Handling Fee.

Updated 07/01/2020



In 1985 Spectrum Geophysics integrated utility locating technology with geophysical methods to provide cost-effective solutions for environmental and engineering problems. Spectrum Geophysics continues to set the standard for utility locating and subsurface investigations for private and public projects throughout the United States.

Personnel Hourly	Rate*
Project Manager (Vehicle & Standard Equipment)	\$200
Field Technician	\$90
Professional Geophysicist – Field Work (minimum 4 hours)	\$225
Administrative	\$65
Per Diem	Per GSA Rate

Mobilization/ Demobilization	Rate	Per Mile
Mob/Demob < 100 miles to site	\$300	n/a

Service	Rate*
Daily Minimum**	\$800
USA Markouts— Portal to Portal	\$95
Reporting	\$90
AutoCAD	\$90
Geophysical Data Post Processing	\$90

Additional Fees

- There are no additional equipment charges for the Geonics EM-61, Cesium Vapor Magnetometer, and Ground Penetrating Radar (GPR) Units.
- Rented instruments are charged at cost plus 15%. These instruments are not typical of those associated with utility investigations and would only be employed for specific subsurface site characterizations.
- Additional costs apply for mobilization and equipment for classic geophysical applications such as resistivity and seismic surveys.
- Night, holiday and weekend rates are project specific.

*Rates will increase at 2.5%/year

**Crew of 1 : Excludes costs for requested administrative paperwork related to prevailing wages at a rate of \$65 per hour.

Call for a Quote (818) 886-4500

rfp@spectrum-geophysics.com
20434 Corisco Street, Chatsworth, CA 91311
www.spectrum-geophysics.com

Registrations

DIR: 1000018546
CGE: 0GFL5
DUNS: 184755122

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement’s term. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such

contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.

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

**Insurance Exhibit (INS-A)
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

11/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No.** _____**P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____						
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS						
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS					
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">EACH OCCURRENCE</td> <td style="width: 50%; text-align: center;">AGGREGATE</td> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____
EACH OCCURRENCE	AGGREGATE						
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____					

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: RRM Design Group, A California Corporation
- (3) Services: On-call Architectural and Engineering Design Services, Architectural and Engineering Evaluation and Testing Services, and Sustainable Public Facility Services
- (4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above
- (5) Agreement Ending Date: February 1, 2025
- (6) Total Agreement Amount: \$1,000,000
- (7) City's Project Manager: Nik Boas, P.E., Supervising Civil Engineer
- (8) Consultant's Project Manager: Deborah Guthrie, Principal
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

422 E Main St.
Ventura, CA 93001
Attn: Deborah Guthrie, Principal

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Nik Boas, P.E., Supervising Civil Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

dtguthrie@rrmdesign.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)
- ☒ Prevailing Wage Exhibit
- ☒ Iran Contracting Act Certification

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as “(3) Services” on the Cover Page (the “Services”). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as “(4) Schedule of Services” on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as “(1) Agreement Start Date” on the Cover Page and shall end on the date that is written as “(5) Agreement Ending Date” on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as “(6) Total Agreement Amount” on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City’s payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year’s conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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

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

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

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

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

16. Documents and Materials.

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

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

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Iran Contracting Act Certification. In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with this Agreement and must be signed and dated under penalty of perjury.

[Signatures on next page]

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

CITY OF OXNARD

RRM DESIGN GROUP, A CALIFORNIA CORPORATION

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

 Erik P Justesen, CEO ² _____ Date

 Susan M. Whalen, Secretary _____ Date

ATTEST:

 Rose Chaparro, City _____ Date
 Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 10 – LANDSCAPE ARCHITECTURE & PARK DESIGN

Services to include but not limited to the following:

Provide landscape architecture and all engineering services for the preparation of plans, specifications and bid documents for the design and construction of new parks, regional parks, and renovation of mature parks, recreation facilities, plazas, landscape medians, park-n-rides, freeway areas, parkways and open spaces. This work may include programming, reports, master planning, community outreach and park element definition design development and final design, irrigation and lighting design, permitting, and offsite improvements design.

SERVICE GROUP CATEGORY 11 – ARCHITECTURAL ENGINEERING DESIGN – ON-SITE FACILITIES

Consultant to provide services for “on-site” facilities/buildings. Services to include but not limited to the following:

Architectural and Engineering Design Scope of Work

- Develop an architectural program for new facilities or facility renovations.
- Design of renovations to facility interiors and exteriors.
- Design of structural rehabilitation and/or repair work for facilities or appurtenances.
- Design of new facilities.
- Landscape and irrigation design/architecture.
- Utility coordination and design.
- Design work for the renovation, rehabilitation, replacement, and/or new construction of mechanical, electrical, HVAC, plumbing, life safety and other facility systems.
- Design of facility site stormwater capture and/or mitigation systems and solutions.
- Preparation of CADD drawings and/or 3-D renderings which could include but not limited to as-builts, plans, and presentation materials. Consultant may be given reference materials by the City or expected to conduct their own measurements, surveys, and field visits as needed.
- Preparation of Project Construction Documents for bid including plans, technical specifications, unit pricing sheets, and other documents necessary to solicit bids and proposals for project construction consistent with Federal, State, and local policies and practices.
- Concept design including project feasibility and project alternatives.
- Cost estimation and value engineering analysis including operating and maintenance costs.
- Preparation of plans for project sequencing, scheduling, staging, temporary housing, and space planning.
- Support during and after construction including but not limited to: review of submittals, construction stakeout, design services, field investigations, attending preconstruction meetings, schedule analysis, and conflict/change order resolution.

Architectural and Engineering Evaluation and Testing Scope of Work

- Facility master planning including but not limited to determining/projecting City needs, facility assessment(s) , and developing implementation plan(s) for maintenance, rehabilitation, and new construction.
- Existing facility assessments including but not limited to facility condition, stormwater, code compliance, ADA compliance, OSHA compliance, space needs, security and public safety, building envelope testing, and energy use.
- Structural Engineering services including but not limited to inspections and evaluations of the interior and/or exterior of existing facilities.
- Mechanical, Electrical, HVAC, Plumbing, Life Safety, Lighting, and other facility systems evaluations and assessments
- Geotechnical Engineering and Testing services
- Exterior and interior surveying services which may include facilities/buildings survey, tree survey, and site survey.
- Tree impact evaluation.

Sustainable Public Facility Services Scope of Work

- Cost-benefit analysis, which may include recommendations, on implementing sustainable and green building practices for facility projects including renovation, new construction, and existing City policies and practices.
- Recommendations, analysis, assessments, and evaluations regarding sustainable design and practices for City facilities and facility projects.

RATES AND COSTS EXHIBIT

EXHIBIT A-1 SCHEDULE 1

Bill Rate Ranges

ARCHITECTURE	
Architect	\$140
Assistant Manager of Architecture	\$180
Design Director	\$215
Designer I	\$95
Designer II	\$115
Designer III	\$135
Intern	\$70
Job Captain	\$135
Manager of Architecture	\$230
Principal	\$310
Project Architect	\$170
Project Designer	\$165
Project Manager	\$170
Senior Architect	\$200
Senior Designer	\$190
Senior Project Manager	\$210

ENGINEERING & SURVEYING	
Associate Engineer	\$125
Construction Inspector	\$160
Designer I	\$85
Designer II	\$110
Designer III (Structural)	\$125
Engineer I	\$125
Engineer II	\$150
Land Surveyor	\$150
Manager of Engineering Services	\$260
Manager of Surveying	\$210
Party Chief	\$130
Principal	\$310
Project Engineer	\$170
Project Manager	\$210
Senior Associate Engineer	\$170
Senior Designer	\$170
Senior Land Surveyor	\$180
Senior Party Chief	\$180
Senior Project Engineer	\$170
Supervisor of Surveying	\$190
Survey Technician I	\$85
Survey Technician II	\$105
Survey Technician III	\$140

Surveying Crew Rates

REGULAR	
One person w/ GPS or Robotic Workstation	\$150
Two person	\$260
Three person	\$350
PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	\$175
Two person	\$310
Three person	\$450

INTERIOR DESIGN	
Designer I	\$80
Designer II	\$105
Interior Designer I	\$115
Interior Designer II	\$135
Intern	\$70
Senior Interior Designer	\$175

LANDSCAPE ARCHITECTURE	
Assistant Designer	\$100
Associate Designer	\$115
Designer	\$125
Intern	\$70
Landscape Architect	\$135
Manager of Landscape Architecture	\$220
Principal	\$310
Principal Landscape Architect	\$180
Senior Designer	\$150
Senior Landscape Architect	\$160

PLANNING	
Assistant Planner	\$110
Associate Planner	\$140
Intern	\$70
Manager of Planning	\$230
Principal	\$310
Principal Planner	\$220
Senior Planner	\$185
Senior Urban Designer	\$185
Urban Designer	\$140

CORPORATE SERVICES	
Accounting Specialist	\$100
Business Development Coordinator	\$125
Chief Executive Officer	\$425
Graphic Designer	\$125
Marketing Manager	\$195
Marketing Specialist	\$135
Office Coordinator	\$110
Project Accountant	\$120
Project Administrator	\$110
Receptionist	\$70

Rev 3/1/2021



PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement’s term. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure

of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.

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

Insurance Exhibit (INS-A)
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects

City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE												
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)											
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits													
NAMED INSURED 	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS													
TYPE OF INSURANCE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 55%; padding: 5px;"> GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence </td> <td style="width: 45%; padding: 5px; vertical-align: top;"> OTHER PROVISIONS </td> </tr> <tr> <td style="padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%; padding: 5px;">COVERAGES</th> <th colspan="2" style="padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <td style="padding: 5px;"> ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____ </td> <th style="width: 35%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 35%; padding: 5px;">AGGREGATE</th> </tr> </table> </td> <td colspan="2" style="padding: 5px;"> CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____ </td> </tr> </table>			GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence	OTHER PROVISIONS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%; padding: 5px;">COVERAGES</th> <th colspan="2" style="padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <td style="padding: 5px;"> ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____ </td> <th style="width: 35%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 35%; padding: 5px;">AGGREGATE</th> </tr> </table>	COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	EACH OCCURRENCE	AGGREGATE	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
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COVERAGES	LIABILITY LIMITS IN THOUSANDS \$													
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	EACH OCCURRENCE	AGGREGATE												

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____		
NAMED INSURED 	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS 		
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: M6 Consulting Inc.
- (3) Services: On-call Development Plan Check Services
- (4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above
- (5) Agreement Ending Date: February 1, 2025
- (6) Total Agreement Amount: \$500,000
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: Robert Woodward, P.E., CASp
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

M6 Consulting Inc.
4165 E. Thousand Oaks Blvd. Ste. 355
Westlake Village, CA 91362
Attn: Robert Woodward, P.E., CASp

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

Robert@m6ConsultingInc.com

FOR CITY:

City of Oxnard
305 West Third Street, East Wing, 2nd Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer

CITY'S PROJECT MANAGER:

Tatiana.Arnaout@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’s Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City’s Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City’s Project Manager’s written approval before work commenced, as determined by the City’s Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any

person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and

unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant

shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant’s prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

M6 CONSULTING INC.

☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

Robert P. Woodward, CEO² Date

Masoud Mahmoud, Secretary Date

ATTEST:

Rose Chaparro, City Date
Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 13 – DEVELOPMENT PLAN CHECK

Tasks include but are not limited to the following:

Building plan check tasks include, but not be limited to:

- plan checking to the current Unified Building Code and other applicable state and local codes including the review of building plans,
- structural calculations,
- grading plans,
- site excavations,
- and/or preparations, erosion control plans,
- National Pollution Discharge Elimination System (NPDES) compliance.

Infrastructure improvement plan check tasks include but not limited to:

- plan checking per applicable local, county, state and Federal codes and standards, review of plans for:
 - Streets
 - Sewers,
 - Storm drains
 - Water mains,
 - Streetlights,
 - Landscaping and irrigation
 - Traffic control
 - Signing and striping
 - Traffic signals
 - Roundabouts,
 - Hydrology studies
 - Sewer area studies
 - Construction cost estimates

Final map plan check tasks include but not limited to:

- Parcel, tract, and final map checking,
- Easement and right-of-way documents,
- Lot-line adjustments, and certificates of compliance.

Provide detailed daily updates on the status of all plan checks received and processed to date in a format acceptable to the City.

Key representatives from the firm must attend monthly meetings (or as required) with City of Oxnard staff to evaluate performance of their services.

A maximum review time for initial plan checks of 10 working days inclusive of transit time to and from the City of Oxnard Service Center, located at 214 S C St, Oxnard, CA 93030. Second plan checks shall not require more than 10 working days, inclusive of transit time. Each subsequent plan check, if necessary, shall not require more than 5 working days, inclusive of transit time.

The firm shall not provide consulting services to private sector agencies/developers submitting plans or maps to the City of Oxnard nor engage in activities that could be construed as a conflict of interest with this agreement for professional services.

RATES AND COSTS EXHIBIT

Fee Schedule

<u>Hourly Plan Check Services:</u>	<u>Hourly*</u>
Plan Check Review Fee	\$140.00

* One-hour Minimum fee for plan review services.

mó Hourly Public Works Services:

Project Engineer	\$145.00
Project Designer/CAD Drafter	\$110.00
Hydrology/Hydraulic Engineer.....	\$145.00
Public Works Inspector	\$115.00
Structural Engineer	\$145.00
Traffic Engineer	\$175.00
City Engineer	\$175.00
Project Manager	\$145.00
Principal Engineer	\$175.00
Inspector	\$115.00

* Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

<u>Chris Nelson & Associates Personnel Services</u>	<u>Hourly*</u>
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Land Survey and Mapping Plan Check Review Fee	\$185.00
Principal	\$230.00
Professional Land Surveyor.....	\$200.00
Senior Project Manager	\$175.00
L.S.I.T	\$145.00
Survey Technician	\$140.00
Project Manager	\$120.00
Office Calculations	\$105.00
Field Calculations	\$115.00
Field Supervisor	\$200.00
One-Person Survey Crew**	\$260.00
Two-Person Survey Crew**	\$340.00
Three-Person Survey Crew**	\$400.00
CAD Drafting	\$ 95.00
Research & Deliveries	\$ 85.00

* Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

** Minimum billing rate for field survey crews for any time spent in the field on a given day is (4) hours based on their hourly rate.

Miscellaneous Charges:

Hourly

Administration	\$64.00
Direct Costs	Cost+15%
Outside Reproduction	Cost +15%
Materials & Expenses	Cost + 15%
Mileage (Portal to Portal)	\$0.58/Mile

**INSURANCE EXHIBIT INS-A
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE	
INSURED		COMPANY LETTER A _____ SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B _____	
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY) POLICY EXPIRATION DATE (MM/DD/YY) LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.		GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY		COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM		EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY		STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession		Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS			
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____	

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE			
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)		
PRODUCER Telephone: _____ NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS				
TYPE OF INSURANCE		OTHER PROVISIONS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		☐ Claims Made Retroactive Date _____ ☐ Occurrence			
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </table>		EACH OCCURRENCE	AGGREGATE	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____
EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____					
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:					
INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or - If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____			

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityfoxnard@ebix.com Via Fax: 678-259-1007		I _____, (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____	



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.7

DATE: February 1, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: First Amendment with Various Consultants for Wastewater and Recycled Water Treatment Process Support.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to the following wastewater and recycled water treatment process support consultant services:

1. Agreement A-8283 with Dudek in the amount of \$300,000 for a new not to exceed amount of \$400,000;
2. Agreement A-8285 with GHD, Inc., in the amount of \$300,000 for a new not to exceed amount of \$400,000;
3. Agreement A-8287 with Kennedy/Jenks Consultants, Inc., in the amount of \$300,000 for a new not to exceed amount of \$475,000; and
4. Agreement A-8289 with Carollo Engineers, Inc., in the amount of \$300,000 for a new not to exceed amount of \$475,000.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City of Oxnard Wastewater Treatment Plant (OWTP) is a secondary treatment plant located at 6001 Perkins Road that has a designed capacity of 31.7 million gallons per day. The treatment process consists of preliminary screening, primary treatment, secondary treatment, chlorination, dechlorination, and ocean discharge.

The Advanced Water Purification Facility (AWPF) located at 5700 Perkins Road treats OWTP secondary effluent to produce up to 6.25 million gallons per day of highly purified recycled water. The AWPF utilizes microfiltration, reverse osmosis, and advanced oxidation treatment to produce a recycled water product.

The OWTP and AWPF require regulatory and technical expertise related to permit compliance and operational issues. Regulatory and operational issues are often time sensitive and require quick responses to ensure overall permit compliance and effective operations. Having on-call agreements has created a mechanism to respond quickly and efficiently to these issues as they arise.

DISCUSSION

On February 16, 2021 and March 16, 2021, City Council approved the following four (4) agreements for on-call wastewater and recycled water process support through February 17, 2024.

Agreement	Consultant	Current Not To Exceed Amount	Amendment Amount
A-8283	Dudek	\$100,000	\$300,000

A-8285	GHD, Inc.	\$100,000	\$300,000
A-8287	Kennedy/Jenks Consultants, Inc.	\$175,000	\$300,000
A-8589	Carollo Engineers, Inc.	\$175,000	\$300,000

The Wastewater Division has since issued several task orders related to process support and regulatory compliance which include:

1. Wastewater Treatment Plant Flow Meter Evaluation
2. Structural Evaluation of Thickener
3. Spill Prevention Control and Countermeasure Plan Update
4. Backup Generator Transfer Switch
5. Chemically Enhanced Primary Treatment (CEPT) Optimization
6. Utility Mapping Services
7. Maintenance Building Planning Study
8. Development of Site Specific Limits for Industrial Users

Staff recommends approving amendments to these existing agreements because results of the task orders have been instrumental in the optimization, reliability, and regulatory compliance of the treatment plant. An increase in the agreement amounts would allow for additional studies, evaluations, and technical guidance. The previously agreed upon rates provide the best overall value to the City and will remain constant through this amendment.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total amount of each agreement shall not exceed the amounts noted above through the term of February 17, 2024. Funding will be charged to a given project or funding source dependent upon the services performed by task orders. The respective Department/Project Manager will ensure sufficient funding is available in the approved operating budget for related tasks prior to initiating task order or services performed. Task orders will continue to be funded with available appropriations from Wastewater Funds 611 and 621 and Water Operating Fund 601 (Recycled Water).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 11, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. A1 Carollo A-8289
2. A1 KJ A-8287
3. A1 GHD - A-8285
4. A1 Dudek A-8283
5. Original Agmt A-8289 Carollo Engineers
6. Original Agmt A-8287 KJ
7. Original Agmt A-8285 GHD Inc
8. Original Agmt A-8283 Dudek

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 _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation (“City”), and Carollo Engineers, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on March 16, 2021, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the selected answer is hereby amended to state: “Total Agreement Amount: \$475,000.”
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

CAROLLO ENGINEERS, INC.

☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

 12/21/2021
 Lydia Holmes, Vice President² Date

 December 21, 2021
 Eric M. Mills, Sr. Vice President Date

ATTEST:

 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney (always required) 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.

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 _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation ("City"), and Kennedy/Jenks Consultants, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on February 16, 2021, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the selected answer is hereby amended to state: "Total Agreement Amount: \$475,000."
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

KENNEDY/JENKS CONSULTANTS, INC.

☐ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

 12/17/2021
Jeff Savard, Vice President² _____ Date _____
 12/16/2021
Gerard P. Cavaluzzi, Secretary _____ 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.

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 _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation (“City”), and GHD Inc. (“Consultant”). This First Amendment amends the Agreement entered into on February 16, 2021, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the selected answer is hereby amended to state: “Total Agreement Amount: \$400,000.”
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

GHD INC.

☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

 12/16/2021
 Mark Donovan, Vice President² Date
 20 December 2021
 Mike Moran, Treasurer Date

ATTEST:

_____ Date
 Rose Chaparro, City Clerk
 (only if Mayor signs)

APPROVED AS TO FORM:

_____ Date
 Stephen M. Fischer, City
 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.

Agreement No. A-8283

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 _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation (“City”), and Dudek (“Consultant”). This First Amendment amends the Agreement entered into on March 16, 2021, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the selected answer is hereby amended to state: “Total Agreement Amount: \$400,000.”
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD**DUDEK**

☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

DocuSigned by:
 12/16/2021 | 5:27:48 PM PST
 61A12CB5E28F42E

Joe Monaco, President and CEO² Date

DocuSigned by:
 12/16/2021 | 8:14:44 AM PST
 EDE480A43DB444B...

Bob Ohlund, Vice President Date

ATTEST:

 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney (always required) 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.

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: March 16th, 2021 (Date Signed by Mayor)
- (2) Consultant: Carollo Engineers, Inc.
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Agreement
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$175,000
- (7) City's Project Manager: Jan Hauser, Wastewater Division Manager
- (8) Consultant's Project Manager: Lydia Holmes, P.E.
- (9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

Attn: Lydia Holmes, P.E.
707 Wilshire Blvd., Ste. 3920
Los Angeles, CA 90017

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

lholmes@carollo.com

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

CITY'S PROJECT MANAGER:

jan.hauser@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR ON-CALL 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

38. City's Responsibility: City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. City's Project Manager agrees to provide direction to Consultant as requested regarding particular project requirements. City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; and obtain or authorize Consultant to obtain or provide additional reports and data as required. Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing the Services.

39. Estimates and Projections: In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties other than Consultant's agents and/or subcontractors, if any; and quality, type, management, or direction of operating personnel. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates due to the aforementioned unknown information.

1. 40. Third Parties: The Services are intended solely for the benefit of the City. No entity other than the City, and no person other than City employees and agents, shall be entitled to rely on Consultant's performance of the Services.

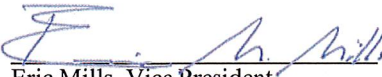
[Signatures on next page]

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.

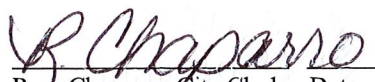
CITY OF OXNARD

CAROLLO ENGINEERS, INC.

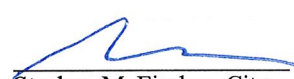
 3/16/21
X John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ _____, Buyer

 February 22, 2021
Eric Mills, Vice President Date
 2/23/2021
Tracy Warriner, Assoc. Vice President Date

ATTEST:

 3/16/21
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 2/24/2021
Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

COSTS AND RATES EXHIBIT

CAROLLO ENGINEERS, INC.

Rate Schedule

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$201.00
Professional	243.00
Project Professional	286.00
Lead Project Professional	306.00
Senior Professional	328.00
Technicians	
Technicians	155.00
Senior Technicians	211.00
Support Staff	
Document Processing / Clerical	138.00
Other Direct Expenses	
Travel and Subsistence	Included in overhead, not billed separately
Mileage at IRS Reimbursement Rate	\$.58 per mile
Effective January 1, 2019	Included in overhead, not billed separately
Subconsultant	cost + 5%
Other Direct Cost	cost + 5%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

**INSURANCE EXHIBIT
REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
CODE SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE	
INSURED	COMPANY LETTER A	SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER**CITY OF OXNARD****Attn: Insurance Compliance**

Reference No. _____

P.O. Box 100085 – OX**Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: February 16, 2021 (Date Signed by Mayor)
- (2) Consultant: Kennedy/Jenks Consultants, Inc.
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$175,000
- (7) Consultant's Project Manager: Jeff Savard, P.E.
- (8) City's Project Manager: Jan Hauser, Wastewater Division Manager
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

FOR CITY:

Attn: Jeff Savard, Project Manager, P.E.
2775 N. Ventura Rd. #100
Oxnard, CA 93036

Attn: Jan Hauser, Wastewater Division Manager 6001
Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:
CONSULTANT'S PROJECT MANAGER:
jeffsavard@kennedy.jenks.com

CITY'S PROJECT MANAGER:
jan.hauser@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- X Scope of Services Exhibit
- X Rates and Costs Exhibit
- X Insurance Exhibit (INS-A)



AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’s Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City’s Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City’s Project Manager’s written approval before work commenced, as determined by the City’s Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnites from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

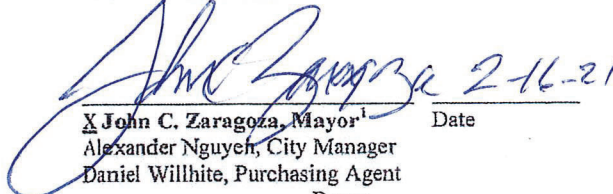
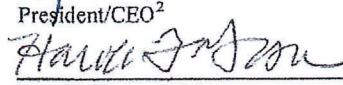
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

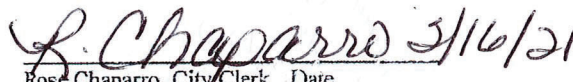
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

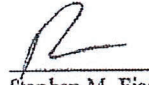
KENNEDY/JENKS CONSULTANTS, INC.

 <u>X John C. Zaragoza, Mayor¹</u> Date Alexander Nguyen, City Manager Daniel Willhite, Purchasing Agent _____, Buyer	 <u>Keith London,</u> Date President/CEO ²  <u>Harold Glaser, COO</u> Date 2/10/2021
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ATTEST:


Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 for 2-3-21
Stephen M. Fischer, City Date
 Attorney (always required)

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

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT

Custom Schedule of Charges

Date: July 1, 2020

PERSONNEL COMPENSATION

<u>Classification</u>	<u>Hourly Rate</u>
CAD Technician.....	\$110
Senior CAD-Technician	\$130
CAD-Designer	\$150
Senior CAD-Designer	\$160
Engineer-Scientist-Specialist 1	\$125
Engineer-Scientist-Specialist 2	\$155
Engineer-Scientist-Specialist 3	\$170
Engineer-Scientist-Specialist 4	\$195
Engineer-Scientist-Specialist 5	\$215
Engineer-Scientist-Specialist 6	\$230
Engineer-Scientist-Specialist 7	\$260
Engineer-Scientist-Specialist 8	\$275
Engineer-Scientist-Specialist 9	\$290
Project Administrator	\$130
Administrative Assistant.....	\$100
Aide	\$85

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, materials testing, specialty inspection firms and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel, accommodations and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

**INSURANCE EXHIBIT
REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone: _____	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY. This Insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered		
CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included In Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	

**AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 16, 2021 (Date Signed by Mayor)
- (2) Consultant: GHD Inc.
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$100,000
- (7) Consultant's Project Manager: Mark Donovan, P.E.
- (8) City's Project Manager: Jan Hauser
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Attn: Mark Donovan, Project Manager, P.E. 320
Goddard Way, Suite 200
Irvine, CA 92618

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

mark.donovan@ghd.com

CITY'S PROJECT MANAGER:

jan.hauser@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- X Scope of Services Exhibit
- X Rates and Costs Exhibit
- X Insurance Exhibit (INS-A)

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page:

CITY OF OXNARD

GHD Inc.

John C. Zaragoza 2-16-21
 X John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel W. Ilhite, Purchasing Agent
☐ _____ Buyer

Mark Donovan 09 Feb 2021
 Mark Donovan, Business Group Leader and Vice President Date
J. Duncan Findlay 09 FEB 2021
 J. Duncan Findlay, Secretary Date

ATTEST:

R. Chaparro 2/16/21
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer for 2-3-21
 Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT

Please see below for GHD's rates for this project. If other staff from GHD work on the project during the course of execution, the same rate structure will be used per job classification.

GHD Rate Sheet

Project Team Members	Role on Project	Hourly Rate
Paul Hermann, CPEng	Principal-in-Charge	\$250
Mark Donovan, PE	Project Manager /Senior Process Engineer	\$250
Frederick Tack, PE, ENV SP	Senior Wastewater Engineer	\$195
Coenraad Pretorius, PE	Wastewater Process Lead	\$240
Eric Dienst, PE	Wastewater Process Engineer	\$175
Jamal Awad, Ph.D., PE	Senior Advanced Water Treatment Engineer	\$250
Kevin Tirado, PE	Senior Water Process Engineer	\$240
Leila Munla, PhD	Process Engineer	\$175
Brian Whitaker, PE	Civil / Hydraulics	\$225

**INSURANCE EXHIBIT
REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

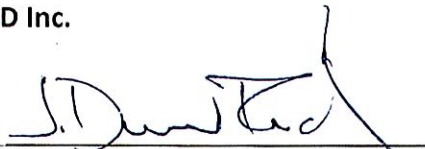
GHD INC.

OFFICER'S CERTIFICATE

The undersigned, being the duly elected and qualified Secretary of GHD Inc., a California corporation (the "Corporation"), does hereby certify that by virtue of a Board Resolution adopted by the Board of Directors of the Corporation effective January 1, 2020 which resolution remains in effect as of the date hereof, which resolution establishes job related authority levels, Mark Donovan, a GHD Business Group Leader and Vice President of the Corporation, is authorized to execute contracts and agreements of up to \$1,500,000 in value in the name and on behalf of the Corporation, and affix the Corporate Seal thereto, and such execution of any contract, agreement or obligation within those authority limits in the Corporation's name on its behalf by Mark Donovan under seal of the Corporation, shall be valid and binding upon this Corporation.

Dated: February 9, 2021

GHD Inc.

By: 

J. Duncan Findlay

Its: Secretary and Chief Counsel - Americas



ACORD CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: March 16th, 2021 (Date signed by Mayor)
- (2) Consultant: Dudek
- (3) Services: On-Call Consulting Services for Wastewater and Recycled Water Treatment Process Support
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 17, 2024
- (6) Total Agreement Amount: \$100,000
- (7) City's Project Manager: Jan Hauser, Wastewater Division Manager
- (8) Consultant's Project Manager: Greg Guillen, P.E.

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

Attn: Greg Guillen, Project Manager, P.E.
605 Third St.
Encinitas, CA 92024

FOR CITY:

Attn: Jan Hauser, Wastewater Division Manager
6001 Perkins Rd.
Oxnard, CA 93033

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

gguillen@dudek.com

CITY'S PROJECT MANAGER:

jan.hauser@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)



AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’s Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City’s Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City’s Project Manager’s written approval before work commenced, as determined by the City’s Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

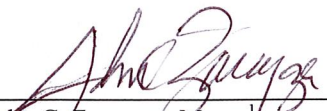
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

 3-16-21
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

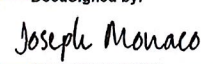
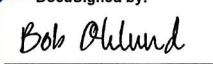
ATTEST:

 3/16/21
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 2/24/2021
 Stephen M. Fischer, City Attorney (always required) Date

DUDEK

DocuSigned by:
 2/24/2021 | 9:35:46 AM PST
 61A12CB5F28F42F...
 Joe Monaco, President and CEO² Date
 DocuSigned by:
 2/24/2021 | 9:54:22 AM PST
 EDE486A430B444B...
 Bob Ohlund, Vice President Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

The contract will be on a task order basis and no task orders are guaranteed.

Task 0 – Project Management

Consultant will provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all Consultant's sub consultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Consultant will provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- National Pollutant Discharge Elimination System (NPDES) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Consultant will provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform plant optimization analysis
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update plant standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use

- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize solids processing and disposal
- Evaluate and optimize odor control
- Evaluate and recommend O&M cost savings initiatives
- Evaluate receiving FOG, septage, porta-potty, and food waste

RATES AND COSTS EXHIBIT
(Page 1 of 2)

BILLING CLASSIFICATION	RATE
AESC – Energy Optimization	
Director Program Mgt/Principal Engineer	\$235/hr.
Sr. Program Manager	\$204/hr.
Program Manager/Lead Engineer	\$189/hr.
Sr. Project Manager/Senior Engineer	\$168/hr.
Project Manager/Staff Engineer	\$153/hr.
Engineer	\$138/hr.
Associate Engineer	\$115/hr.
Engineering Assistant	\$102/hr.
Technician	\$90/hr.
Beyaz & Patel – Structural	
Principal Engineer	\$246/hr.
Senior Structural Engineer	\$214/hr.
Senior Engineer	\$169/hr.
Engineer	\$142/hr.
CAD Designer	\$135/hr.
Clerical/Word Processing	\$80/hr.
DTN, Inc. - Electrical	
Principal Engineer	\$290/hr.
Senior Engineer/Project Manager	\$263/hr.
Project Engineer	\$215/hr.
CAD Operator	\$115/hr.
Office Support	\$105/hr.

DUDEK**2021 STANDARD SCHEDULE OF CHARGES****ENGINEERING SERVICES**

Project Director.....	\$295.00/hr
Principal Engineer III.....	\$275.00/hr
Principal Engineer II.....	\$265.00/hr
Principal Engineer I.....	\$255.00/hr
Program Manager.....	\$240.00/hr
Senior Project Manager.....	\$240.00/hr
Project Manager.....	\$235.00/hr
Senior Engineer III.....	\$230.00/hr
Senior Engineer II.....	\$220.00/hr
Senior Engineer I.....	\$210.00/hr
Project Engineer IV/Technician IV.....	\$200.00/hr
Project Engineer III/Technician III.....	\$190.00/hr
Project Engineer II/Technician II.....	\$175.00/hr
Project Engineer I/Technician I.....	\$160.00/hr
Senior Designer.....	\$180.00/hr
Designer.....	\$170.00/hr
Assistant Designer.....	\$165.00/hr
CADD Operator III.....	\$160.00/hr
CADD Operator II.....	\$150.00/hr
CADD Operator I.....	\$135.00/hr
CADD Drafter.....	\$125.00/hr
CADD Technician.....	\$115.00/hr
Project Coordinator.....	\$140.00/hr
Engineering Assistant.....	\$120.00/hr

ENVIRONMENTAL SERVICES

Project Director.....	\$245.00/hr
Senior Specialist IV.....	\$230.00/hr
Senior Specialist III.....	\$220.00/hr
Senior Specialist II.....	\$200.00/hr
Senior Specialist I.....	\$190.00/hr
Specialist V.....	\$180.00/hr
Specialist IV.....	\$170.00/hr
Specialist III.....	\$160.00/hr
Specialist II.....	\$145.00/hr
Specialist I.....	\$130.00/hr
Analyst V.....	\$120.00/hr
Analyst IV.....	\$110.00/hr
Analyst III.....	\$100.00/hr
Analyst II.....	\$90.00/hr
Analyst I.....	\$80.00/hr
Technician V.....	\$100.00/hr
Technician IV.....	\$90.00/hr
Technician III.....	\$80.00/hr
Technician II.....	\$70.00/hr
Technician I.....	\$60.00/hr
Compliance Monitor.....	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I.....	\$185.00/hr
GIS Specialist IV.....	\$160.00/hr
GIS Specialist III.....	\$150.00/hr
GIS Specialist II.....	\$140.00/hr
GIS Specialist I.....	\$130.00/hr
Data Analyst III.....	\$100.00/hr
Data Analyst II.....	\$90.00/hr
Data Analyst I.....	\$80.00/hr
UAS Pilot.....	\$100.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$165.00/hr
Construction Manager.....	\$155.00/hr
Project Manager.....	\$145.00/hr
Resident Engineer.....	\$145.00/hr
Construction Engineer.....	\$140.00/hr
On-site Owner's Representative.....	\$140.00/hr
Construction Inspector III.....	\$130.00/hr
Construction Inspector II.....	\$120.00/hr
Construction Inspector I.....	\$110.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

HYDROGEOLOGY/HAZWASTE SERVICES

Project Director.....	\$285.00/hr
Principal Hydrogeologist/Engineer II.....	\$265.00/hr
Principal Hydrogeologist/Engineer I.....	\$250.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$235.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$220.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$205.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$190.00/hr
Hydrogeologist VI/Engineer VI.....	\$180.00/hr
Hydrogeologist V/Engineer V.....	\$170.00/hr
Hydrogeologist IV/Engineer IV.....	\$160.00/hr
Hydrogeologist III/Engineer III.....	\$150.00/hr
Hydrogeologist II/Engineer II.....	\$140.00/hr
Hydrogeologist I/Engineer I.....	\$130.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$195.00/hr
District Engineer.....	\$185.00/hr
Operations Manager.....	\$160.00/hr
District Secretary/Accountant.....	\$120.00/hr
Collections System Manager.....	\$135.00/hr
Grade V Operator.....	\$125.00/hr
Grade IV Operator.....	\$110.00/hr
Grade III Operator.....	\$100.00/hr
Grade II Operator.....	\$75.00/hr
Grade I Operator.....	\$70.00/hr
Operator in Training.....	\$65.00/hr
Collection Maintenance Worker.....	\$75.00/hr

CREATIVE SERVICES

3D Graphic Artist.....	\$180.00/hr
Graphic Designer IV.....	\$160.00/hr
Graphic Designer III.....	\$145.00/hr
Graphic Designer II.....	\$130.00/hr
Graphic Designer I.....	\$115.00/hr

PUBLICATIONS SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration.....	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

INSURANCE EXHIBIT REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL 30~~ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT~~ FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
						ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits				
Telephone:			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)				
NAMED INSURED			APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered				
			CITY AGREEMENTS/PERMITS				
TYPE OF INSURANCE							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE			☐ Claims Made Retroactive Date _____ ☐ Occurrence			OTHER PROVISIONS	
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____				CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.							
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.							
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.							
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.							
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.							
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007				AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed: _____			

INS-A.doc



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.1

DATE: February 1, 2022

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Public Hearing Regarding Redistricting of City Council Districts (15/30/30)

RECOMMENDATION

That the City Council conduct a public hearing regarding the redistricting process for City Council districts and receive a presentation from the City's redistricting consultant regarding the maps that have been submitted.

(This item did not originate in Committee.)

Because the presentation will be made by a consultant, the presentation was not prerecorded pursuant to Measure M.

BACKGROUND

Every ten years, cities with by-district elections are required to use new census data to review and redraw district lines to reflect population changes. This process, called redistricting, ensures that all districts within a city have nearly an equal number of people residing within each district.

Although the City recently went through the districting process in 2018, the Council districts that were created reflected the population totals from the 2010 census. Under state law, public entities with elections in November 2022 have until April 17, 2022 in which to adopt district maps that reflect the changes in population indicated in the 2020 census (as modified by the State of California to reflect the original residency of persons incarcerated in California's prisons).

The City's redistricting process is a standalone process that is not connected to the redistricting that occurred at a state level (including for the Congressional, Assembly, and state Senate districts) or at the County level (for the Supervisorial districts). The City's process only addresses any necessary rebalancing of the Council district boundaries that will now occur once a decade after the U.S. Census is released.

Under recently adopted state laws (AB 849 and AB 1276), when the City Council goes through the redistricting process, the Council is required to draw and adopt boundaries using the following criteria in the listed order of priority:

1. Substantially equal in population for each of the districts.
2. Complies with the U.S. Constitution, the California Constitution and the federal Voting Rights Act.
3. Geographically contiguous.
4. Minimize the division of local neighborhoods and local communities of interest. (The law defines a "community of interest" as a population that shares common social or economic interests.)
5. Create district boundaries that residents can easily identify and understand. (These would include natural or

artificial barriers, streets or the boundaries of the city.)

6. Districts that are compact in size.

7. District boundaries that are not adopted to favor or discriminate against a political party. (Elections Code Section 21601.)

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting from 2022 to 2024;
2. Respect voters' choices/continuity in office; and
3. Future population growth.

As part of the redistricting process, the City is required to hold at least four public hearings or workshops, with at least one of these public hearings or workshops held before any of the new district maps are drawn. At least one hearing must occur on a Saturday, Sunday, or after 6 p.m. on a weekday. If a redistricting hearing is held as part of a regular City Council meeting, the redistricting hearing portion must begin at a designated time. In addition, local public redistricting hearings are required to be made accessible to people with disabilities.

The City Council previously held public hearings on redistricting on July 29, 2021, September 30, 2021, December 6, 2021, January 6, 2022 and January 22, 2022. After tonight's public hearing, one additional redistricting public hearing has been scheduled. The date of the final public hearings is as follows:

Public Hearing #7: Wednesday, February 16, 2022.

The City has publicized the redistricting process and public hearings in a variety of ways, including ongoing social media outreach starting July 20, 2021 that continues to date; placing online ads that have directly connected with nearly 20,000 Oxnard residents; broadcasting mapping information on local public access channels; publishing upcoming public hearings in local publications; and continuing advertising and outreach for upcoming public hearings.

ANALYSIS

Tonight's public hearing will address the City's redistricting process and will include a presentation from the City's redistricting consultant regarding the maps that have been submitted to the City.

As of the date that this agenda report was prepared (January 17, 2022), a total of four maps have been submitted to the City by members of the public. These maps are included as attachments at the end of this agenda report. In addition, you may review these maps at the following online links:

Public Map 1 -- <https://www.oxnard.org/wp-content/uploads/2021/07/Map-1-Daniel-Chavez.pdf> and <https://davesredistricting.org/maps#viewmap::842ad238-1be2-4586-b400-9ca2f70bf2c8>.

Public Map 2 -- <https://www.oxnard.org/wp-content/uploads/2021/12/Map-2-Ronald-Arruejo-Map-and-Statistics.pdf> and <https://davesredistricting.org/maps#viewmap::de8027b2-377c-4f6a-804c-d7fa4deac78>.

Public Map 3 -- <https://www.oxnard.org/wp-content/uploads/2021/12/Teran-map.pdf> and <https://davesredistricting.org/maps#viewmap::0bf6023a-c828-4bfb-9788-ec756a2c3b3c>.

Public Map 4 -- https://www.oxnard.org/wp-content/uploads/2022/01/PUBLIC-MAP-4_-submitted-by-Daniel-Chavez-Jr_-Jan-6.pdf and <https://davesredistricting.org/maps#viewmap::795d2a72-d20d-420d-8ba8-594d68513953>.

The City's demographer also prepared three maps for the City Council's consideration. These maps are also included as attachments at the end of this agenda report. You can review these maps at the following online links:

NDC 201 -- <https://www.oxnard.org/wp-content/uploads/2022/01/NDC-201.pdf>.

NDC 202 -- <https://www.oxnard.org/wp-content/uploads/2022/01/NDC-202.pdf>.

NDC 203 -- <https://www.oxnard.org/wp-content/uploads/2022/01/NDC-203.pdf>.

If additional maps are submitted prior to the February 1, 2022 public hearing, then these maps will be uploaded to the City's website at: <https://www.oxnard.org/maps-submitted/>. If adequate time is available for the redistricting consultant to review the additional maps, the consultant will also provide an analysis of these maps at the February 1, 2022 public hearing.

The deadline for the public to submit maps is Monday, February 7, 2022 at 5 p.m.

STRATEGIC PRIORITIES

This agenda item 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

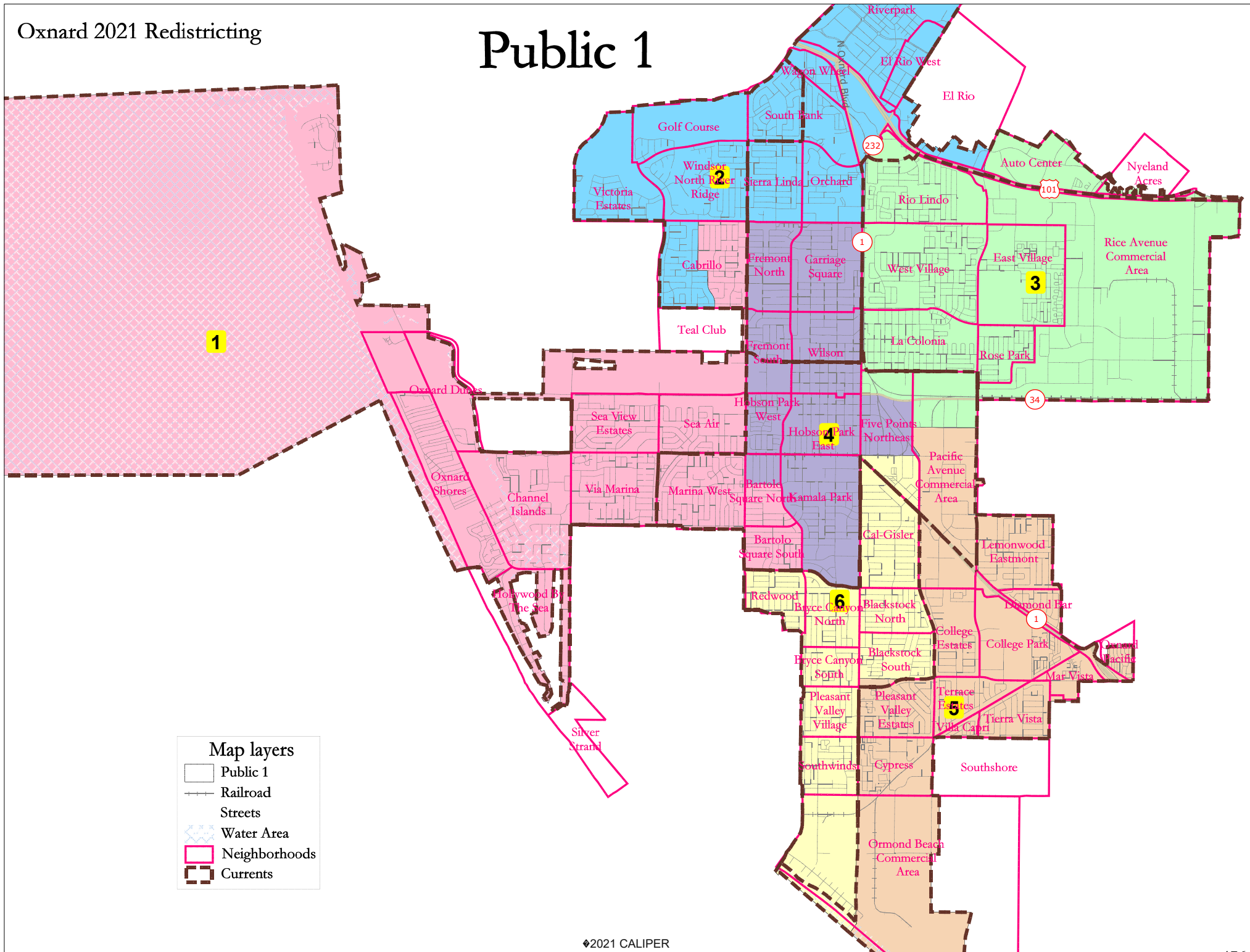
This item did not originate in Committee.

Prepared by: Kenneth Rozell, Chief Assistant City Attorney, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

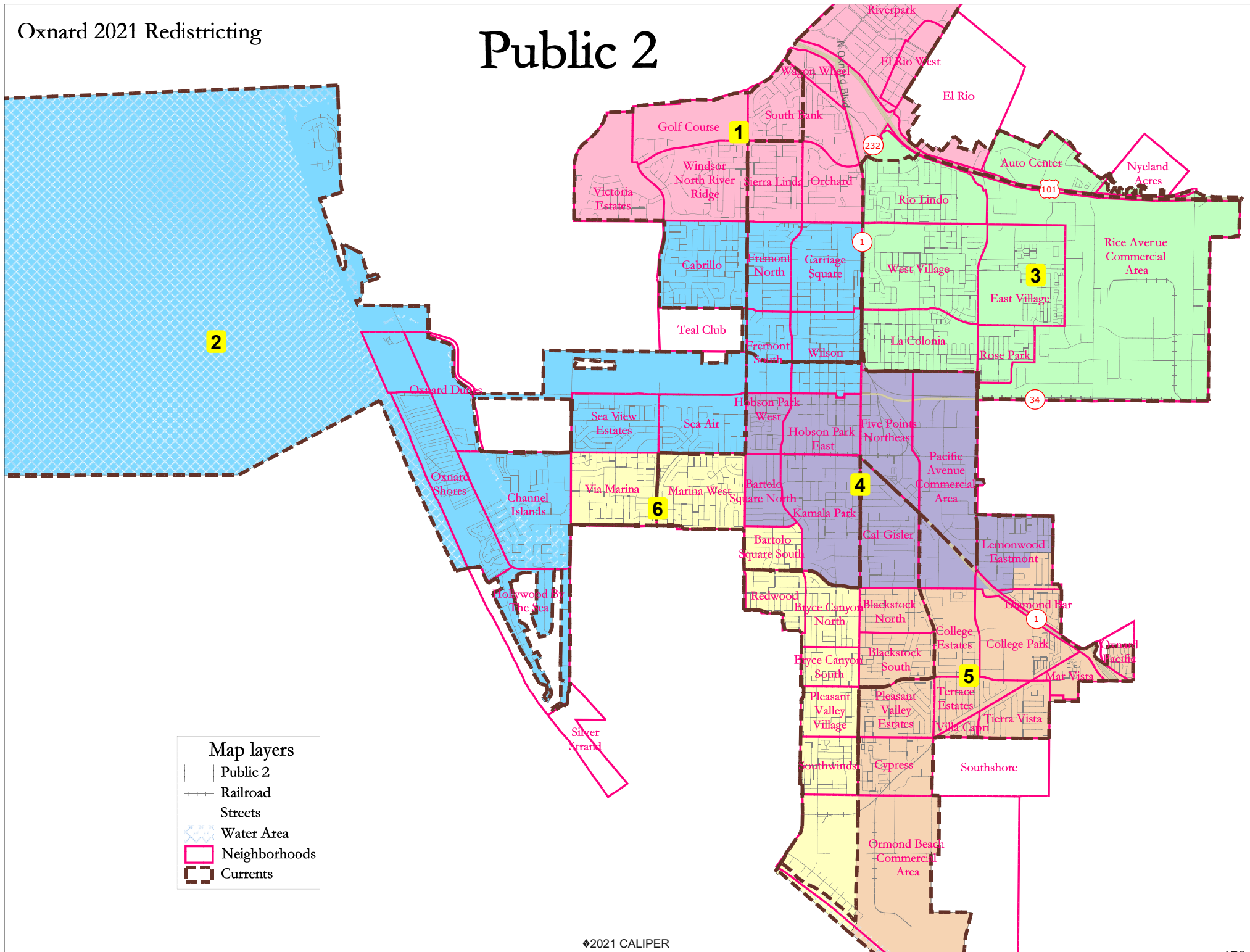
1. Public Map 1
2. Public Map 2
3. Public Map 3
4. Public Map 4
5. NDC Map 201
6. NDC Map 202
7. NDC Map 203
8. Memo to City Council re Redistricting Feb 1 Council Meeting

Public 1



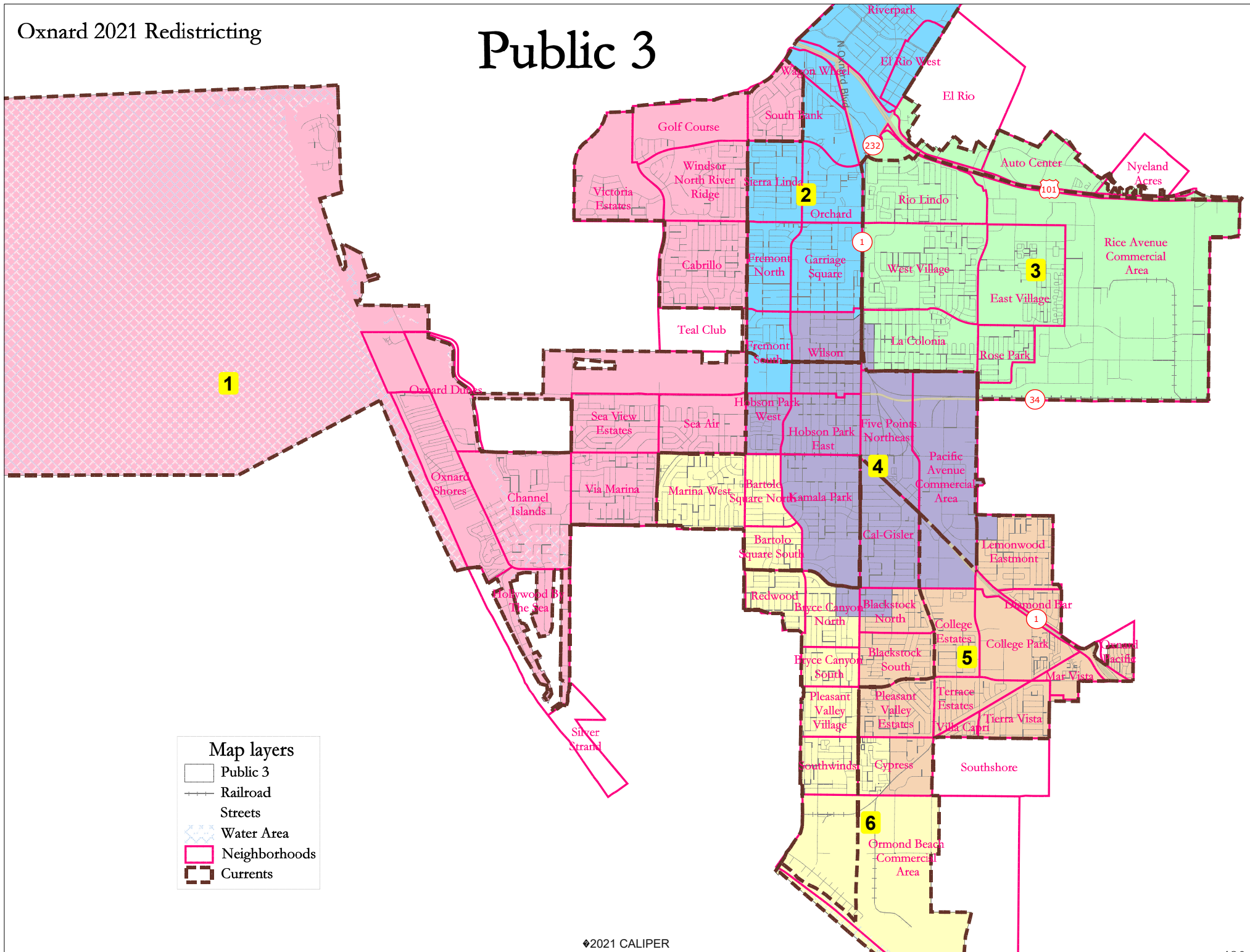
Public 1								
District		1	2	3	4	5	6	Total
	Total Pop	34,116	34,235	33,775	33,410	33,240	33,838	202,614
	Deviation from ideal	347	466	6	-359	-529	69	995
	% Deviation	1.03%	1.38%	0.02%	-1.06%	-1.57%	0.20%	2.95%
Total Pop	% Hisp	57.9%	64%	76%	84%	77%	89%	75%
	% NH White	29%	21%	8%	9%	6%	5%	13%
	% NH Black	3%	4%	2%	2%	2%	1%	2%
	% Asian-American	7%	10%	12%	3%	13%	4%	8%
Citizen Voting Age Pop	Total	24,075	21,688	18,107	15,967	17,706	13,998	111,541
	% Hisp	44%	54%	68%	73%	63%	77%	61%
	% NH White	42%	28%	14%	18%	13%	12%	23%
	% NH Black	4%	5%	3%	3%	5%	4%	4%
	% Asian/Pac.Isl.	8%	11%	14%	4%	19%	6%	11%
Voter Registration (Nov 2020)	Total	20,408	17,744	15,813	13,255	14,088	12,131	93,439
	% Latino est.	47%	54%	74%	75%	74%	84%	66%
	% Spanish-Surnamed	43%	49%	69%	70%	68%	77%	61%
	% Asian-Surnamed	2%	3%	3%	1%	2%	1%	2%
	% Filipino-Surnamed	2%	3%	5%	2%	6%	2%	3%
	% NH White est.	48%	38%	18%	20%	18%	14%	28%
	% NH Black	4%	6%	3%	4%	5%	2%	4%
Voter Turnout (Nov 2020)	Total	16,495	14,246	11,726	9,565	10,176	8,344	70,552
	% Latino est.	44%	51%	73%	73%	72%	82%	63%
	% Spanish-Surnamed	40%	47%	67%	68%	66%	76%	58%
	% Asian-Surnamed	2%	3%	3%	1%	2%	1%	2%
	% Filipino-Surnamed	2%	3%	5%	2%	7%	2%	3%
	% NH White est.	51%	40%	19%	22%	19%	15%	30%
	% NH Black	3%	6%	4%	4%	5%	2%	4%
Voter Turnout (Nov 2018)	Total	11,335	9,147	7,375	6,058	6,326	5,165	45,406
	% Latino est.	38%	45%	72%	68%	68%	78%	58%
	% Spanish-Surnamed	35%	42%	67%	64%	63%	73%	54%
	% Asian-Surnamed	2%	3%	2%	1%	2%	1%	2%
	% Filipino-Surnamed	2%	2%	4%	1%	7%	2%	3%
	% NH White est.	56%	45%	20%	24%	22%	18%	34%
	% NH Black est.	4%	7%	3%	5%	5%	2%	4%
ACS Pop. Est.	Total	35,448	34,552	34,567	32,733	36,272	34,187	207,758
Age	age0-19	24%	28%	31%	32%	32%	34%	30%
	age20-60	54%	58%	57%	54%	55%	54%	55%
	age60plus	22%	15%	11%	14%	14%	12%	15%
Immigration	immigrants	25%	25%	33%	39%	42%	43%	34%
	naturalized	55%	54%	44%	35%	42%	31%	42%
Language spoken at home	english	51%	49%	31%	28%	22%	22%	34%
	spanish	42%	43%	59%	69%	65%	72%	58%
	asian-lang	5%	5%	6%	3%	10%	2%	5%
	other lang	1%	2%	4%	1%	3%	4%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	19%	20%	30%	35%	37%	40%	30%
Education (among those age 25+)	hs-grad	47%	46%	44%	48%	44%	40%	45%
	bachelor	18%	19%	14%	9%	10%	8%	13%
	graduatedegree	10%	8%	4%	3%	2%	2%	5%
Child in Household	child-under18	34%	43%	54%	45%	52%	57%	46%
Pct of Pop. Age 16+	employed	67%	71%	70%	66%	67%	67%	68%
Household Income	income 0-25k	8%	11%	11%	18%	12%	17%	12%
	income 25-50k	16%	17%	17%	27%	23%	27%	21%
	income 50-75k	20%	16%	13%	20%	22%	19%	18%
	income 75-200k	47%	46%	51%	33%	40%	34%	42%
	income 200k-plus	9%	9%	8%	2%	3%	3%	6%
Housing Stats	single family	78%	62%	78%	62%	78%	73%	72%
	multi-family	22%	38%	22%	38%	22%	27%	28%
	rented	40%	48%	42%	63%	41%	47%	47%
	owned	60%	52%	58%	37%	59%	53%	53%
Total population data from the 2020 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

Public 2



Public 2								
District		1	2	3	4	5	6	Total
	Total Pop	32,254	35,331	33,175	34,356	34,254	33,244	202,614
	Deviation from ideal	-1,515	1,562	-594	587	485	-525	3,077
	% Deviation	-4.49%	4.63%	-1.76%	1.74%	1.44%	-1.55%	9.11%
Total Pop	% Hisp	64.1%	60%	77%	87%	79%	81%	75%
	% NH White	20%	28%	8%	5%	6%	10%	13%
	% NH Black	4%	3%	2%	2%	2%	2%	2%
	% Asian-American	9%	7%	11%	4%	12%	5%	8%
Citizen Voting Age Pop	Total	20,106	23,929	17,955	14,650	17,902	17,000	111,541
	% Hisp	54%	45%	68%	78%	65%	66%	61%
	% NH White	28%	44%	14%	8%	13%	21%	23%
	% NH Black	5%	3%	3%	5%	4%	5%	4%
	% Asian/Pac.Isl.	11%	7%	14%	9%	17%	6%	11%
Voter Registration (Nov 2020)	Total	16,255	20,344	15,619	12,553	14,407	14,261	93,439
	% Latino est.	54%	47%	74%	83%	76%	72%	66%
	% Spanish-Surnamed	49%	44%	69%	77%	69%	66%	61%
	% Asian-Surnamed	3%	2%	3%	1%	1%	1%	2%
	% Filipino-Surnamed	3%	2%	5%	3%	6%	2%	3%
	% NH White est.	38%	48%	18%	11%	18%	24%	28%
	% NH Black	5%	3%	3%	4%	4%	4%	4%
Voter Turnout (Nov 2020)	Total	12,972	16,503	11,585	8,766	10,322	10,404	70,552
	% Latino est.	52%	44%	72%	82%	73%	69%	63%
	% Spanish-Surnamed	47%	40%	67%	76%	67%	63%	58%
	% Asian-Surnamed	3%	2%	3%	1%	2%	1%	2%
	% Filipino-Surnamed	3%	2%	5%	3%	6%	2%	3%
	% NH White est.	40%	51%	19%	12%	20%	26%	30%
	% NH Black	6%	3%	4%	5%	4%	4%	4%
Voter Turnout (Nov 2018)	Total	8,253	11,305	7,297	5,451	6,488	6,612	45,406
	% Latino est.	46%	38%	72%	78%	69%	63%	58%
	% Spanish-Surnamed	42%	35%	67%	74%	64%	59%	54%
	% Asian-Surnamed	3%	2%	2%	1%	2%	1%	2%
	% Filipino-Surnamed	2%	2%	4%	3%	6%	2%	3%
	% NH White est.	45%	56%	20%	13%	23%	30%	34%
	% NH Black est.	6%	3%	4%	5%	4%	5%	4%
ACS Pop. Est.	Total	32,323	36,518	34,134	32,617	37,291	34,876	207,758
Age	age0-19	28%	25%	31%	33%	31%	31%	30%
	age20-60	58%	54%	57%	54%	54%	54%	55%
	age60plus	14%	20%	11%	13%	14%	15%	15%
Immigration	immigrants	25%	24%	33%	45%	42%	37%	34%
	naturalized	53%	50%	44%	37%	40%	34%	42%
Language spoken at home	english	48%	52%	31%	20%	22%	29%	34%
	spanish	44%	42%	59%	73%	67%	66%	58%
	asian-lang	6%	4%	6%	5%	9%	3%	5%
	other lang	2%	1%	4%	3%	2%	2%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	19%	30%	40%	38%	35%	30%
Education (among those age 25+)	hs-grad	46%	46%	44%	48%	42%	45%	45%
	bachelor	19%	19%	14%	6%	10%	9%	13%
	graduatedegree	8%	10%	4%	2%	2%	3%	5%
Child in Household	child-under18	43%	34%	54%	52%	51%	51%	46%
Pct of Pop. Age 16+	employed	71%	66%	70%	65%	67%	69%	68%
Household Income	income 0-25k	12%	11%	11%	17%	13%	12%	12%
	income 25-50k	17%	18%	17%	25%	25%	23%	21%
	income 50-75k	17%	19%	13%	21%	22%	19%	18%
	income 75-200k	45%	43%	51%	34%	38%	42%	42%
	income 200k-plus	9%	9%	8%	3%	3%	4%	6%
Housing Stats	single family	60%	73%	78%	70%	80%	72%	72%
	multi-family	40%	27%	22%	30%	20%	28%	28%
	rented	49%	47%	42%	51%	41%	50%	47%
	owned	51%	53%	58%	49%	59%	50%	53%
Total population data from the 2020 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

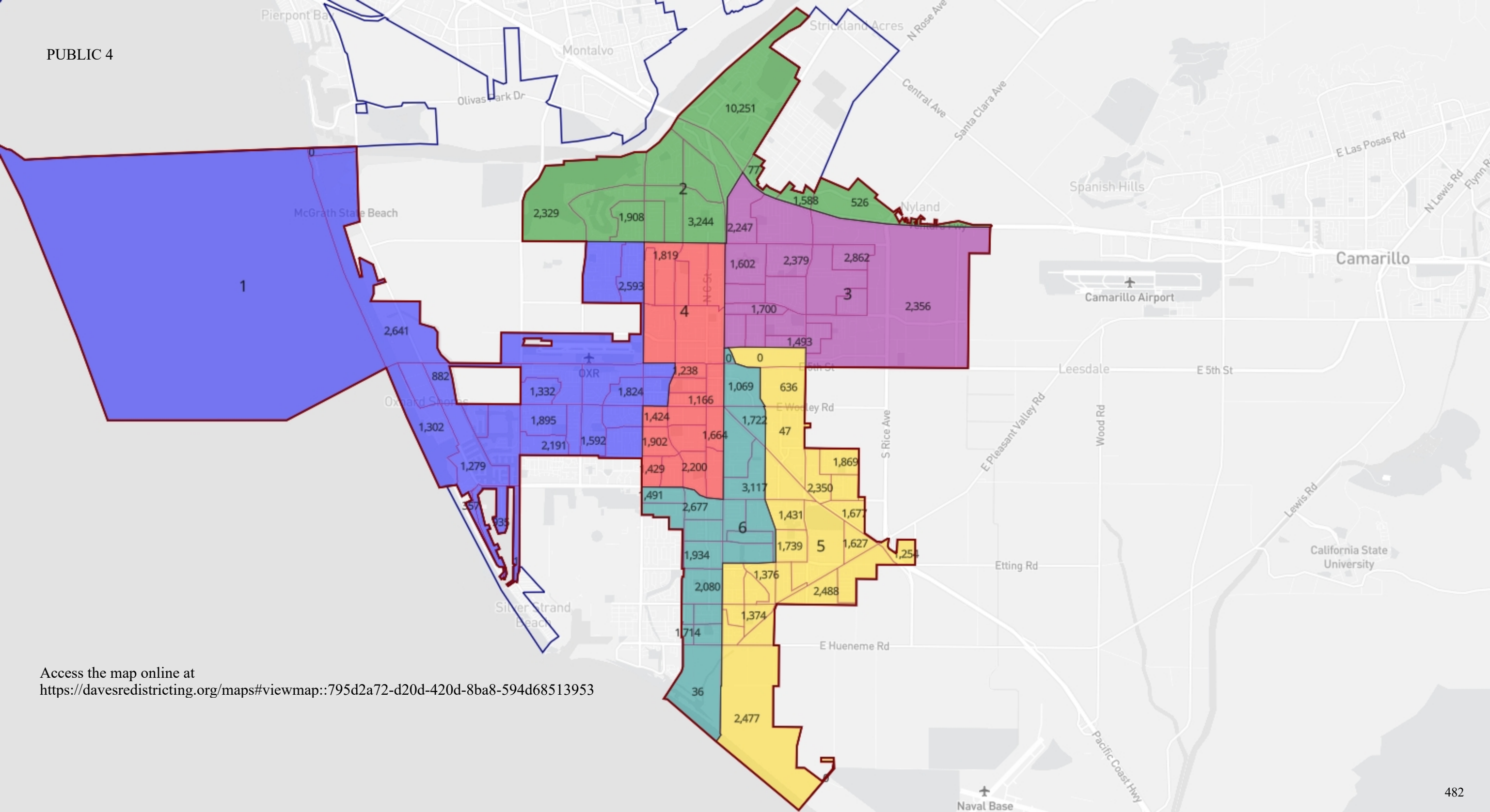
Public 3



Map layers

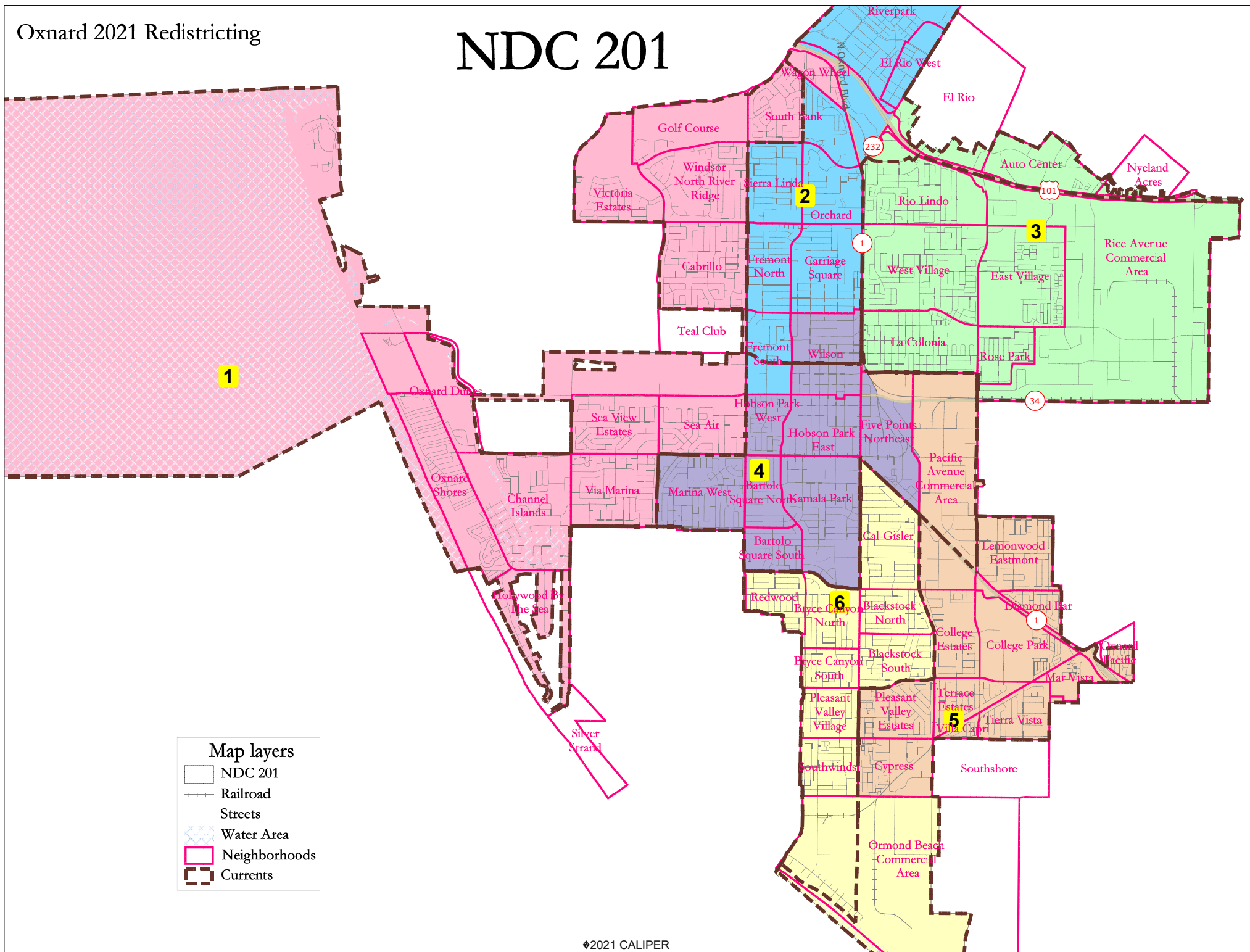
- Public 3
- Railroad
- Streets
- Water Area
- Neighborhoods
- Currents

Public 3								
District		1	2	3	4	5	6	Total
	Total Pop	33,143	33,594	34,267	33,765	33,891	33,954	202,614
	Deviation from ideal	-626	-175	498	-4	122	185	1,124
	% Deviation	-1.85%	-0.52%	1.47%	-0.01%	0.36%	0.55%	3.33%
Total Pop	% Hisp	48.6%	70%	78%	87%	80%	85%	75%
	% NH White	35%	17%	8%	7%	6%	6%	13%
	% NH Black	3%	4%	2%	2%	1%	2%	2%
	% Asian-American	10%	7%	11%	3%	11%	5%	8%
Citizen Voting Age Pop	Total	25,549	19,728	18,386	14,088	18,096	15,694	111,541
	% Hisp	39%	60%	68%	78%	66%	70%	61%
	% NH White	44%	27%	14%	12%	12%	16%	23%
	% NH Black	5%	4%	3%	4%	4%	6%	4%
	% Asian/Pac.Isl.	10%	8%	14%	6%	17%	7%	11%
Voter Registration (Nov 2020)	Total	21,707	15,804	15,881	12,138	14,385	13,524	93,439
	% Latino est.	40%	61%	74%	81%	76%	79%	66%
	% Spanish-Surnamed	37%	56%	69%	75%	70%	73%	61%
	% Asian-Surnamed	3%	2%	3%	1%	1%	1%	2%
	% Filipino-Surnamed	3%	2%	5%	2%	6%	3%	3%
	% NH White est.	52%	34%	18%	14%	18%	16%	28%
	% NH Black	5%	4%	3%	4%	4%	4%	4%
Voter Turnout (Nov 2020)	Total	18,226	12,175	11,757	8,466	10,387	9,541	70,552
	% Latino est.	38%	58%	72%	79%	74%	77%	63%
	% Spanish-Surnamed	35%	53%	67%	73%	67%	71%	58%
	% Asian-Surnamed	3%	2%	3%	1%	1%	1%	2%
	% Filipino-Surnamed	2%	2%	5%	2%	6%	3%	3%
	% NH White est.	54%	36%	19%	15%	20%	18%	30%
	% NH Black	5%	4%	4%	4%	4%	4%	4%
Voter Turnout (Nov 2018)	Total	12,848	7,482	7,387	5,185	6,568	5,936	45,406
	% Latino est.	33%	52%	72%	75%	70%	73%	58%
	% Spanish-Surnamed	30%	49%	67%	71%	64%	68%	54%
	% Asian-Surnamed	2%	2%	2%	1%	1%	1%	2%
	% Filipino-Surnamed	2%	2%	4%	2%	6%	3%	3%
	% NH White est.	59%	41%	20%	17%	23%	21%	34%
	% NH Black est.	5%	4%	4%	5%	4%	4%	4%
ACS Pop. Est.	Total	34,362	33,591	35,148	32,029	36,847	35,781	207,758
Age	age0-19	22%	30%	31%	34%	31%	33%	30%
	age20-60	53%	58%	57%	53%	55%	54%	55%
	age60plus	25%	11%	12%	13%	14%	13%	15%
Immigration	immigrants	21%	27%	33%	43%	43%	40%	34%
	naturalized	66%	47%	44%	35%	42%	31%	42%
Language spoken at home	english	61%	45%	32%	22%	22%	23%	34%
	spanish	31%	50%	58%	72%	67%	71%	58%
	asian-lang	6%	4%	6%	4%	8%	4%	5%
	other lang	2%	1%	4%	2%	3%	2%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	13%	22%	30%	40%	38%	38%	30%
Education (among those age 25+)	hs-grad	45%	49%	44%	45%	43%	43%	45%
	bachelor	21%	18%	14%	6%	10%	8%	13%
	graduatedegree	13%	6%	4%	2%	2%	2%	5%
Child in Household	child-under18	30%	46%	54%	48%	50%	58%	46%
Pct of Pop. Age 16+	employed	65%	72%	70%	65%	67%	69%	68%
Household Income	income 0-25k	9%	11%	11%	22%	11%	13%	12%
	income 25-50k	14%	20%	18%	28%	23%	24%	21%
	income 50-75k	18%	18%	13%	20%	23%	18%	18%
	income 75-200k	47%	45%	50%	29%	40%	41%	42%
	income 200k-plus	12%	5%	7%	2%	3%	4%	6%
Housing Stats	single family	78%	56%	78%	64%	80%	75%	72%
	multi-family	22%	44%	22%	36%	20%	25%	28%
	rented	37%	57%	43%	60%	39%	47%	47%
	owned	63%	43%	57%	40%	61%	53%	53%
Total population data from the 2020 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								



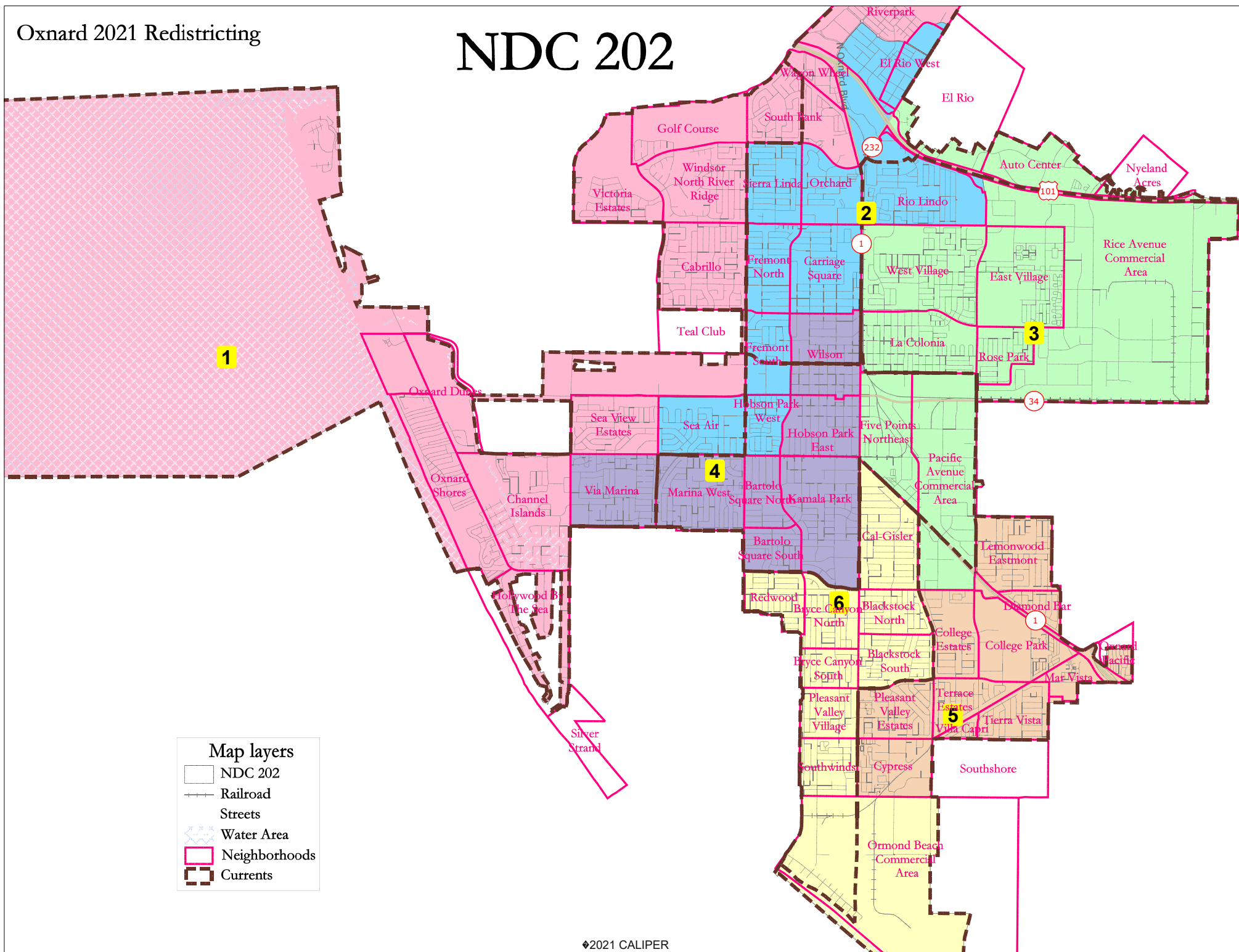
Access the map online at <https://davesredistricting.org/maps#viewmap::795d2a72-d20d-420d-8ba8-594d68513953>

NDC 201



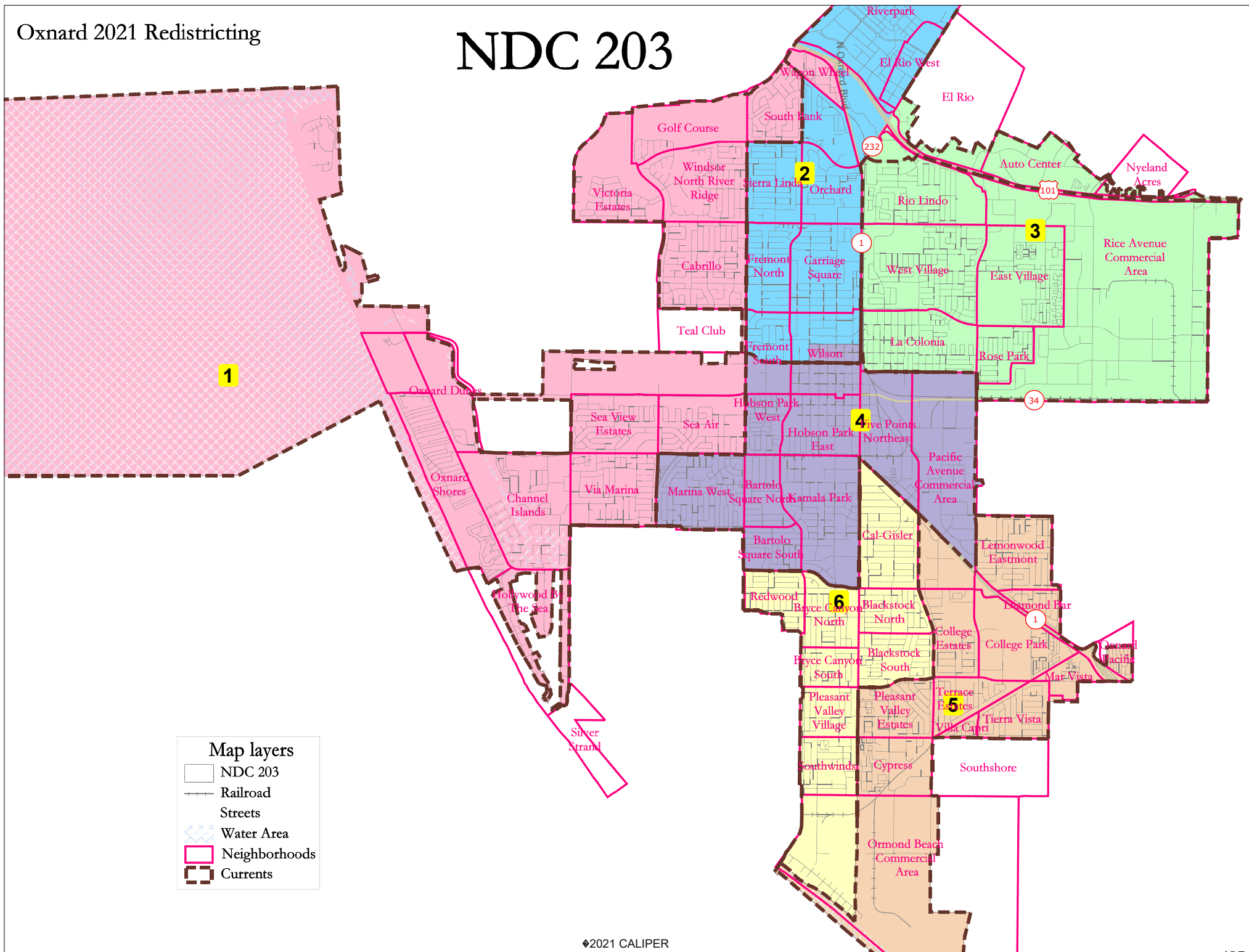
NDC 201								
District		1	2	3	4	5	6	Total
	Total Pop	34,313	32,396	34,840	35,120	33,552	32,393	202,614
	Deviation from ideal	544	-1,373	1,071	1,351	-217	-1,376	2,727
	% Deviation	1.61%	-4.07%	3.17%	4.00%	-0.64%	-4.07%	8.08%
Total Pop	% Hisp	49.4%	70%	78%	86%	77%	89%	75%
	% NH White	35%	17%	8%	7%	7%	5%	13%
	% NH Black	4%	4%	2%	2%	2%	1%	2%
	% Asian-American	10%	7%	11%	2%	14%	4%	8%
Citizen Voting Age Pop	Total	26,120	19,143	18,527	16,008	17,707	14,036	111,541
	% Hisp	39%	60%	68%	74%	63%	77%	61%
	% NH White	44%	27%	14%	15%	13%	12%	23%
	% NH Black	5%	4%	3%	5%	5%	4%	4%
	% Asian/Pac.Isl.	10%	8%	13%	5%	19%	6%	11%
Voter Registration (Nov 2020)	Total	22,118	15,393	16,041	13,831	14,189	11,867	93,439
	% Latino est.	40%	61%	74%	78%	75%	84%	66%
	% Spanish-Surnamed	37%	56%	69%	72%	68%	77%	61%
	% Asian-Surnamed	3%	2%	3%	1%	2%	1%	2%
	% Filipino-Surnamed	3%	2%	5%	2%	6%	3%	3%
	% NH White est.	52%	34%	18%	17%	18%	14%	28%
	% NH Black	5%	4%	3%	4%	5%	2%	4%
Voter Turnout (Nov 2020)	Total	18,542	11,859	11,868	9,850	10,245	8,188	70,552
	% Latino est.	38%	58%	73%	76%	72%	82%	63%
	% Spanish-Surnamed	35%	53%	67%	70%	66%	76%	58%
	% Asian-Surnamed	3%	2%	3%	1%	2%	1%	2%
	% Filipino-Surnamed	2%	2%	5%	2%	7%	3%	3%
	% NH White est.	54%	36%	19%	18%	19%	16%	30%
	% NH Black	5%	4%	4%	5%	5%	2%	4%
Voter Turnout (Nov 2018)	Total	12,886	7,444	7,458	6,114	6,356	5,148	45,406
	% Latino est.	33%	52%	72%	71%	68%	78%	58%
	% Spanish-Surnamed	31%	49%	67%	67%	63%	73%	54%
	% Asian-Surnamed	2%	2%	2%	1%	2%	1%	2%
	% Filipino-Surnamed	2%	2%	4%	2%	6%	2%	3%
	% NH White est.	58%	41%	20%	21%	22%	18%	34%
	% NH Black est.	5%	4%	4%	5%	5%	2%	4%
ACS Pop. Est.	Total	35,490	32,429	35,610	33,758	36,259	34,212	207,758
Age	age0-19	22%	30%	31%	31%	31%	34%	30%
	age20-60	53%	58%	57%	54%	55%	54%	55%
	age60plus	24%	11%	11%	15%	14%	12%	15%
Immigration	immigrants	21%	27%	33%	42%	42%	42%	34%
	naturalized	66%	46%	44%	35%	41%	31%	42%
Language spoken at home	english	60%	45%	31%	23%	22%	22%	34%
	spanish	32%	50%	59%	73%	65%	72%	58%
	asian-lang	6%	4%	6%	4%	10%	3%	5%
	other lang	2%	1%	4%	1%	3%	4%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	13%	22%	30%	39%	37%	41%	30%
Education (among those age 25+)	hs-grad	46%	49%	44%	48%	44%	40%	45%
	bachelor	21%	18%	14%	7%	10%	8%	13%
	graduatedegree	13%	6%	4%	2%	2%	2%	5%
Child in Household	child-under18	31%	45%	54%	48%	52%	57%	46%
Pct of Pop. Age 16+	employed	65%	72%	70%	67%	67%	67%	68%
Household Income	income 0-25k	9%	11%	11%	17%	12%	17%	12%
	income 25-50k	14%	20%	18%	25%	23%	27%	21%
	income 50-75k	18%	18%	13%	21%	21%	19%	18%
	income 75-200k	47%	45%	50%	34%	40%	34%	42%
	income 200k-plus	12%	5%	7%	2%	3%	3%	6%
Housing Stats	single family	78%	55%	78%	68%	79%	72%	72%
	multi-family	22%	45%	22%	32%	21%	28%	28%
	rented	37%	58%	43%	57%	40%	48%	47%
	owned	63%	42%	57%	43%	60%	52%	53%
Total population data from the 2020 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

NDC 202



NDC 202								
District		1	2	3	4	5	6	Total
	Total Pop	34,532	35,182	34,016	34,303	32,188	32,393	202,614
	Deviation from ideal	763	1,413	247	534	-1,581	-1,376	2,994
	% Deviation	2.26%	4.18%	0.73%	1.58%	-4.68%	-4.07%	8.87%
Total Pop	% Hisp	47.1%	76%	78%	81%	78%	89%	75%
	% NH White	36%	12%	7%	11%	6%	5%	13%
	% NH Black	4%	3%	2%	3%	2%	1%	2%
	% Asian-American	11%	7%	11%	3%	13%	4%	8%
Citizen Voting Age Pop	Total	25,616	20,976	15,934	17,885	17,094	14,036	111,541
	% Hisp	37%	67%	66%	69%	64%	77%	61%
	% NH White	46%	20%	15%	19%	13%	12%	23%
	% NH Black	4%	3%	4%	6%	4%	4%	4%
	% Asian/Pac.Isl.	11%	10%	14%	4%	18%	6%	11%
Voter Registration (Nov 2020)	Total	21,568	16,930	14,326	15,159	13,589	11,867	93,439
	% Latino est.	38%	69%	75%	72%	75%	84%	66%
	% Spanish-Surnamed	35%	63%	69%	66%	68%	77%	61%
	% Asian-Surnamed	3%	2%	3%	1%	2%	1%	2%
	% Filipino-Surnamed	3%	3%	5%	2%	6%	3%	3%
	% NH White est.	54%	27%	16%	22%	18%	14%	28%
	% NH Black	5%	3%	4%	5%	4%	2%	4%
Voter Turnout (Nov 2020)	Total	18,167	12,851	10,451	11,109	9,786	8,188	70,552
	% Latino est.	36%	67%	73%	69%	72%	82%	63%
	% Spanish-Surnamed	33%	61%	68%	64%	66%	76%	58%
	% Asian-Surnamed	3%	2%	3%	1%	2%	1%	2%
	% Filipino-Surnamed	3%	3%	5%	2%	7%	3%	3%
	% NH White est.	56%	29%	17%	24%	19%	16%	30%
	% NH Black	5%	4%	4%	5%	4%	2%	4%
Voter Turnout (Nov 2018)	Total	12,458	8,172	6,390	7,124	6,114	5,148	45,406
	% Latino est.	30%	62%	72%	65%	69%	78%	58%
	% Spanish-Surnamed	28%	57%	68%	61%	63%	73%	54%
	% Asian-Surnamed	3%	2%	2%	1%	2%	1%	2%
	% Filipino-Surnamed	2%	2%	4%	2%	6%	2%	3%
	% NH White est.	61%	33%	18%	27%	22%	18%	34%
	% NH Black est.	5%	4%	4%	6%	5%	2%	4%
ACS Pop. Est.	Total	35,699	36,369	32,406	34,054	35,019	34,212	207,758
Age	age0-19	23%	32%	31%	29%	31%	34%	30%
	age20-60	56%	57%	58%	53%	55%	54%	55%
	age60plus	21%	12%	12%	18%	14%	12%	15%
Immigration	immigrants	20%	29%	37%	38%	42%	42%	34%
	naturalized	65%	46%	39%	39%	42%	31%	42%
Language spoken at home	english	61%	41%	28%	28%	22%	22%	34%
	spanish	31%	53%	61%	68%	65%	72%	58%
	asian-lang	6%	5%	6%	3%	10%	3%	5%
	other lang	2%	1%	5%	1%	3%	4%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	14%	24%	33%	34%	37%	41%	30%
Education (among those age 25+)	hs-grad	45%	51%	42%	48%	44%	40%	45%
	bachelor	22%	15%	13%	8%	10%	8%	13%
	graduatedegree	13%	6%	3%	3%	2%	2%	5%
Child in Household	child-under18	33%	48%	53%	43%	51%	57%	46%
Pct of Pop. Age 16+	employed	68%	70%	70%	66%	67%	67%	68%
Household Income	income 0-25k	9%	11%	12%	16%	12%	17%	12%
	income 25-50k	14%	20%	20%	25%	23%	27%	21%
	income 50-75k	17%	18%	14%	20%	22%	19%	18%
	income 75-200k	47%	45%	48%	37%	40%	34%	42%
	income 200k-plus	13%	5%	6%	3%	3%	3%	6%
Housing Stats	single family	71%	65%	76%	71%	79%	72%	72%
	multi-family	29%	35%	24%	29%	21%	28%	28%
	rented	41%	52%	45%	55%	40%	48%	47%
	owned	59%	48%	55%	45%	60%	52%	53%
Total population data from the 2020 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

NDC 203



NDC 203								
District		1	2	3	4	5	6	Total
	Total Pop	34,313	34,463	34,840	33,759	32,846	32,393	202,614
	Deviation from ideal	544	694	1,071	-10	-923	-1,376	2,447
	% Deviation	1.61%	2.06%	3.17%	-0.03%	-2.73%	-4.07%	7.25%
Total Pop	% Hisp	49.4%	70%	78%	86%	77%	89%	75%
	% NH White	35%	17%	8%	7%	6%	5%	13%
	% NH Black	4%	3%	2%	2%	2%	1%	2%
	% Asian-American	10%	7%	11%	3%	13%	4%	8%
Citizen Voting Age Pop	Total	26,120	20,264	18,527	15,063	17,531	14,036	111,541
	% Hisp	39%	60%	68%	75%	63%	77%	61%
	% NH White	44%	27%	14%	13%	13%	12%	23%
	% NH Black	5%	3%	3%	5%	5%	4%	4%
	% Asian/Pac.Isl.	10%	7%	13%	6%	19%	6%	11%
Voter Registration (Nov 2020)	Total	22,118	16,371	16,041	13,088	13,955	11,866	93,439
	% Latino est.	40%	61%	74%	79%	75%	84%	66%
	% Spanish-Surnamed	37%	56%	69%	73%	68%	77%	61%
	% Asian-Surnamed	3%	2%	3%	1%	2%	1%	2%
	% Filipino-Surnamed	3%	2%	5%	2%	6%	3%	3%
	% NH White est.	52%	34%	18%	15%	18%	14%	28%
	% NH Black	5%	4%	3%	5%	5%	2%	4%
Voter Turnout (Nov 2020)	Total	18,542	12,603	11,868	9,276	10,076	8,187	70,552
	% Latino est.	38%	58%	73%	77%	72%	82%	63%
	% Spanish-Surnamed	35%	54%	67%	72%	66%	76%	58%
	% Asian-Surnamed	3%	2%	3%	1%	2%	1%	2%
	% Filipino-Surnamed	2%	2%	5%	2%	7%	3%	3%
	% NH White est.	54%	36%	19%	17%	19%	16%	30%
	% NH Black	5%	4%	4%	5%	5%	2%	4%
Voter Turnout (Nov 2018)	Total	12,886	7,980	7,458	5,665	6,269	5,148	45,406
	% Latino est.	33%	53%	72%	73%	68%	78%	58%
	% Spanish-Surnamed	31%	49%	67%	68%	63%	73%	54%
	% Asian-Surnamed	2%	2%	2%	1%	2%	1%	2%
	% Filipino-Surnamed	2%	2%	4%	2%	7%	2%	3%
	% NH White est.	58%	41%	20%	19%	22%	18%	34%
	% NH Black est.	5%	4%	4%	5%	5%	2%	4%
ACS Pop. Est.	Total	35,490	34,572	35,610	32,105	35,768	34,212	207,758
Age	age0-19	22%	30%	31%	31%	32%	34%	30%
	age20-60	53%	58%	57%	54%	55%	54%	55%
	age60plus	24%	12%	11%	14%	14%	12%	15%
Immigration	immigrants	21%	27%	33%	42%	42%	42%	34%
	naturalized	66%	45%	44%	35%	42%	31%	42%
Language spoken at home	english	60%	44%	31%	22%	22%	22%	34%
	spanish	32%	51%	59%	73%	65%	72%	58%
	asian-lang	6%	4%	6%	4%	10%	3%	5%
	other lang	2%	1%	4%	1%	3%	4%	3%
Language Fluency	Speaks Eng. "Less than Very Well"	13%	23%	30%	39%	37%	41%	30%
Education (among those age 25+)	hs-grad	46%	48%	44%	48%	44%	40%	45%
	bachelor	21%	17%	14%	7%	10%	8%	13%
	graduatedegree	13%	6%	4%	2%	2%	2%	5%
Child in Household	child-under18	31%	44%	54%	49%	52%	57%	46%
Pct of Pop. Age 16+	employed	65%	72%	70%	67%	67%	67%	68%
Household Income	income 0-25k	9%	13%	11%	16%	12%	17%	12%
	income 25-50k	14%	21%	18%	25%	23%	27%	21%
	income 50-75k	18%	18%	13%	21%	21%	19%	18%
	income 75-200k	47%	43%	50%	36%	40%	34%	42%
	income 200k-plus	12%	5%	7%	2%	3%	3%	6%
Housing Stats	single family	78%	55%	78%	69%	79%	72%	72%
	multi-family	22%	45%	22%	31%	21%	28%	28%
	rented	37%	59%	43%	55%	40%	48%	47%
	owned	63%	41%	57%	45%	60%	52%	53%
Total population data from the 2020 Decennial Census.								
Surname-based Voter Registration and Turnout data from the California Statewide Database.								
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.								

MEMO



January 26, 2022

TO: Honorable Mayor and Members of the City Council

FROM: Kenneth Rozell, Chief Assistant City Attorney *KR*
Jason Zaragoza, Deputy City Attorney *JZ*

SUBJECT: Redistricting Update

In consultation with City's demographer, City staff is providing this update to the redistricting staff report of February 1, 2022.¹ At this time, there are 11 maps for the City Council to consider. To help with the upcoming redistricting discussion, we are providing the following information on each map.

1. *All of the submitted maps meet the deviation requirements of 10 percent or less.*

- [Public Map 1](#)
- [Public Map 2](#)
- [Public Map 3](#)
- [Public Map 4](#)
- [Public Map 5](#)
- [Public Map 6](#)
- [Public Map 7](#)
- [Public Map 8](#)²
- [NDC Map 201](#)
- [NDC Map 202](#)
- [NDC Map 203](#)

2. *The following maps make the least amount of changes to the existing district boundaries while still readjusting the districts to ensure a deviation between districts of less than 10 percent.*

- [NDC Map 201](#)
- [NDC Map 203](#)

¹ The February 1, 2022 City Council agenda was posted on January 20, 2022.

² Public Map 8 was originally submitted on January 23, 2022. It was revised on January 24, 2022. Once the City's demographer analyzes the map, the PDF will be updated to include the neighborhood map overlay.

3. *The following maps would unite each of the inhabited neighborhoods within the City within a single District.*

- [Public Map 4](#)³
- [Public Map 6](#)
- [Public Map 7](#)

4. *This list provides the number of inhabited neighborhoods (if any) that would be divided by each of the proposed maps [i.e., analyzing each map for the number of neighborhoods divided].*

- [Public Map 1](#) [Divides 4 neighborhoods: Cabrillo, Five Points Northeast, Pacific Avenue, Bartollo Square North, plus a minor division of Blackstock South]
- [Public Map 2](#) [Divides 1 neighborhood: Lemonwood]
- [Public Map 3](#) [Divides 6 neighborhoods: Cypress, Blackstock North, Bryce Canyon North, Southbank, La Colonia, Lemonwood]
- [Public Map 4](#) [Divides 0 neighborhoods]⁴
- [Public Map 5](#) [Divides 5 neighborhoods: Southwinds, Marina West, Hobson Park East, Kamala, Oxnard Dunes]
- [Public Map 6](#) [Divides 0 neighborhoods]
- [Public Map 7](#) [Divides 0 neighborhoods]
- [Public Map 8](#)⁵
- [NDC Map 201](#) [Divides 1 neighborhood: South Bank]⁶
- [NDC Map 202](#) [Divides 1 neighborhood: River Park]
- [NDC Map 203](#) [Divides 3 neighborhoods: South Bank, Fremont South and Wilson]

All of these maps can be accessed at <https://www.oxnard.org/maps-submitted/>.

For ease of reference, we have attached a slide from previous redistricting presentations describing the legal criteria for redistricting.⁷ In addition, you can access the existing City Council Districts map with the neighborhood overlay [here](#).⁸ The demographer and City staff will be available to answer questions at the February 1, 2022 City Council meeting.

³ Although this map divides the Pacific Avenue neighborhood, the part of the neighborhood that is divided in the North is uninhabited.

⁴ Although this map divides the Pacific Avenue neighborhood, the part of the neighborhood that is divided in the North is uninhabited.

⁵ Public Map 8 was originally submitted on January 23, 2022. It was revised on January 24, 2022. Once the City's demographer analyzes the map, the PDF will be updated to include the neighborhood map overlay.

⁶ Although this map also divides the Five Points Northeast neighborhood, the part of the neighborhood that is divided in the North is uninhabited.

⁷ Exhibit A: *Legal Criteria for Redistricting*.

⁸ Accessible at https://www.oxnard.org/wp-content/uploads/2018/07/FINAL-MAP-FROM-GIS-CouncilDistricts38x50_NeighborhoodAnno.pdf

Legal Criteria for Redistricting

Federal Law

- ✓ Ensure equal population*
- ✓ Comply with federal Voting Rights Act
- ✓ Avoid racial gerrymandering

* Total population deviation < 10%

California Law

1. Ensure geographic **contiguity**
 2. Minimize division of neighborhoods & **“communities of interest”**
 3. Create easily identifiable boundaries
 4. Maintain **compactness**
- ✓ Do not “favor or discriminate against a political party”

Traditional Criteria

May include:

- Minimize changes to election cycles
- Respect voters’ choices
- Preserve core of existing districts

Do not bypass a nearby population to take in a more distant population



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.1

DATE: February 1, 2022

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending December 31, 2021. (0/10/10)

RECOMMENDATION

That the City Council receive and file the Quarterly Investment Report for the period ending December 31, 2021.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/8GkkAOKmnG0>

BACKGROUND

The City of Oxnard's December 2021 investment report will be brief this reporting period. This report is submitted to the City Council pursuant to California Government Code section 53646 and the Investment Policy adopted by the City Council.

But first, I wish to give a special thanks to the City staff without whose assistance this report could not be generated. This report does reflect the monthly investment information in the similar format that has been presented in previous months along with the amounts in the Bank statements as of December 31, 2021. The following data is included in this report.

Not in this sequence, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested. You will notice the large buildup of cash in the bank account for the city's general business. This is the result of the anticipated rate changes, but it is the intent of the Treasurer to greatly increase the amount of cash invested so that once again it approaches 90% by year end.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return. Third, we explain that the cash flows over the last 15 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for a short period, overnight investments versus 2-, 3-, 4-, or 5-year maturities. Fourth, we will show you the daily cash position for December 31, 2021 so that you can see how the Treasurer's department reviews our cash balances every day to assure that the city has enough liquidity to cover its obligations.

And next, we attached the detailed list of every investment that the city currently holds as of the last day of December 31, 2021.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council and the public can begin to see the actual amounts in the city's bank accounts at Bank of America. The graphs

are created in order to show trends, and relationships that are best understood in that method of presentation. So, while this report is brief in the number of pages, we hope to respond to any question you may have.

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 City's total amount invested as of December 31, 2021 at estimated market value was \$308,360,454 purchased at a cost of \$311,683,682.55. Because of the fluctuation upward in the market interest rates results in an estimated net market loss if we had to sell them in the market one month ago.

In a market (the city's policy requires risk free rate of return) of fixed rates of return any instrument purchased today will decrease in value as the market interest rates increase and visa versa. Everything else being equal this means the instruments purchased when rates were lower than today's rate now have an estimated market value below their cost thus producing the calculated estimated loss.

ITEM	December 2021
Cost of investments (book value)	\$311,683,682.55
Par or face value	\$311,459,000.00
Market value as estimated	\$308,360,454.00
Gain/Loss if forced to sell today	-\$3,323,228.55
Total Earnings per period	\$456,301.25

Cash balances on the 31st day of December 2021 in each authorized city bank account with Bank of America total \$46,779,214.81 in the accounts shown below is the result of an influx of cash in the month of December of over \$40 million.

City Treasurer's bank accounts	December 2021	November 2021	October 2021
City's General Fund bank account	\$44,871,351.13	\$13,873,308.29	\$ 22,171,645.99
Successor Agency bank account	\$1,348,661.23	\$1,498,433.75	\$ 1,649,535.51
W/C (workers compensation) account	\$296,050.01	\$223,372.76	\$ 296,012.29
Parking Citations updated	\$263,152.44	\$43,878.25	\$ 206,437.01
TOTAL CASH IN BANK ACCOUNTS	\$46,779,214.81	\$15,638,993.05	\$ 24,323,630.80

(Per Bank Statements as of December 31, 2021)

The investments have a par value of \$311,459,000 with a current estimated market value of \$308,360,454 were purchased months or years ago. To provide greater return we can try to reduce the amount in LAIF and spread that over the 2,3,4, and 5- year terms. Recently, LAIF was generating an average return that is moving further from the City's average portfolio return. LAIF's December average apportionment rate was .22%, which is less than the current GSE (government sponsored enterprises) rates and less than our portfolio yield. Reducing the amount in LAIF would, however, reduce the liquidity of the portfolio.

ITEM	December 2021	November 2021	October 2021
Total Earnings per period	\$152,100.42	\$131,431.73	\$153,033.96
Earned interest Yield this mo	0.78%	0.790%	0.650%

So now the cost of the investments, the face value, and the market value as of December 31, 2021 and the prior 2 months is provided so at a glance you can see the summary of the entire portfolio, the risk, and the earnings with the current yield on a 365-day basis of .78% year to date. The total interest earnings for the calendar year 2021 was greater than initially estimated and equaled \$1,845,568.64 (USBank, LIAF, and Ventura County investments)

Now when we look back at the monthly cash flows of the recent years, we found that the month with the highest cash outflow was December 2018 with an outflow of \$37.4 million. And the fact that we had \$75 million invested in LAIF, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity. Before we reveal the details, we want to know the level of efficiency in our investment team. But, first we look to see how much cash is available, how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of available cash, and we know that for normal operations we should retain a daily balance of \$3-5 million in the bank accounts. In the last 60 days the City has received in excess of \$55 million inflow of cash making it difficult to maintain a reasonable investment strategy with the projection for cash outflows unavailable at this time.

The daily cash report for the last working day in December shows sufficient available cash to satisfy the city's booked short-term obligations though somewhat reduced from prior months.

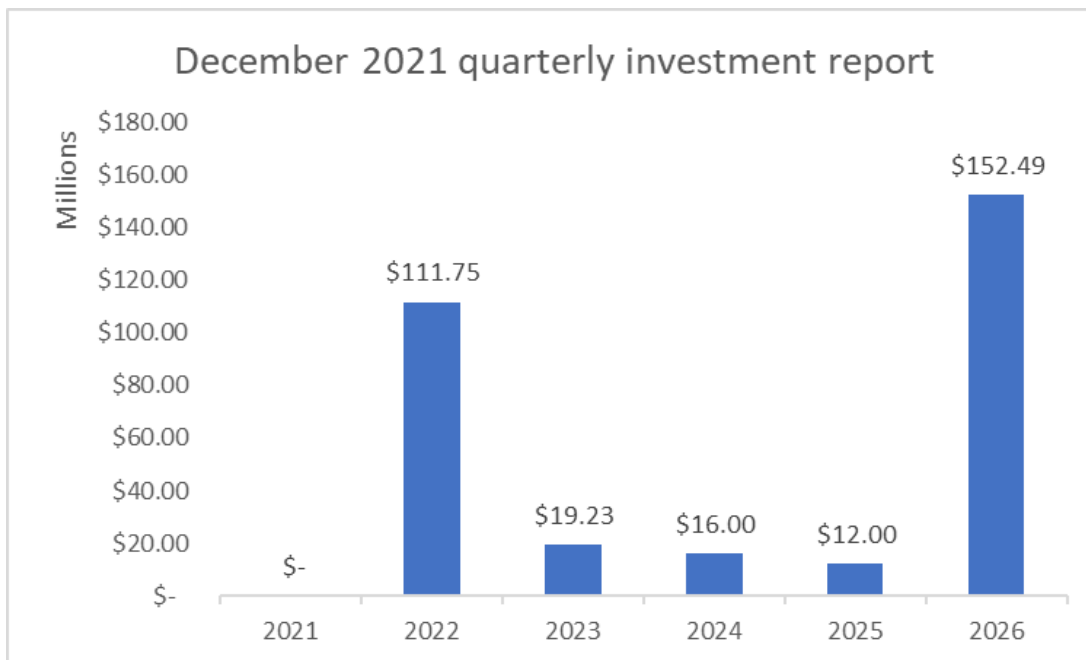
DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT		
DATE: 12/30/21		
	CREDIT ESTIMATE	DESCRIPTION
Collected/Closing Avail Bal	48,785,887.15	As of 12/29/21
1 Day Float	216,272.93	As of 12/29/21
Credit Cards-C2G	62,557.56	
Credit Cards-One Point	8,173.67	
Auto Pay	72,679.21	
Investment Coupon	5,000.00	
Other	58,726.54	Cal OES
Other	374,688.72	HUT
TOTAL CREDITS	\$49,583,985.78	
	DEBIT ESTIMATE	
Accounts Payable to Clear	200,000.00	
Payroll to Clear	28,157.49	
Direct Deposit	3,556,994.00	
LAIF Deposit		
Investment Purchase	1,250,000.00	3130AQAB9 1.625% DUE 12/30/26
Other	54,845.54	OCVB
Other	79,639.83	AIMS
Other	6,727.42	SDI
TOTAL DEBITS	\$5,176,364.28	
GENERAL ACCOUNT BALANCE	\$44,407,621.50	
SUCCESSOR AGENCY	\$1,348,661.23	
LAIF	\$75,000,000.00	

So, when we look at the detail, we see that the city is investing as a percent of total available cash. Bank of America provides a return of .19%. Thus, our efficiency rating is now 87.3%.

EFFICIENCY RATING	December 2021
Total cash all bank accounts	\$46,779,214.81
less: CDC	\$1,348,661.23
Net available to invest	\$45,430,553.58
amount invested at cost	\$311,683,682.55
total available cash to invest	\$357,114,236.13
percent invested = efficiency	87.3%

EFFICIENCY RATING

The bar chart below, shows the maturities of City's investment portfolio and reflects the fact that as our older instruments are being called early, we find the need to acquire shorter term notes but not unless we can guarantee a rate of .19 % or higher as explained above.



COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS

1. DEcember 2021 detail of investments_Redacted



CITY OF OXNARD

Page 5 of 24
December 1, 2021 to December 31, 2021

ASSET DETAIL

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Taxable Bonds								
US Government Issues								
F H L M C - 3134GXCA0 0.320 11/24/2023	1,000,000.000	99.2540	992,540.00	1,000,000.00	-7,460.00	0.4	3,200.00	0.32
F H L M C M T N - 3134GXKJ2 0.550 01/22/2026	2,000,000.000	97.8960	1,957,920.00	2,000,000.00	-42,080.00	0.8	11,000.00	0.56
F H L M C M T N - 3137EADB2 2.375 01/13/2022	7,274,000.000	100.0650	7,278,728.10	7,378,200.05	-99,471.95	3.1	172,757.50	2.37
F N M A - 3135G05P4 0.300 08/03/2023	1,000,000.000	99.4180	994,180.00	999,410.00	-5,230.00	0.4	3,000.00	0.30
F N M A M T N - 3135GABN0 0.280 12/29/2023	1,000,000.000	98.9630	989,630.00	1,000,000.00	-10,370.00	0.4	2,800.00	0.28
F N M A M T N - 3136G43C5 0.300 10/24/2023	1,000,000.000	99.5480	995,480.00	1,000,000.00	-4,520.00	0.4	3,000.00	0.30
F N M A M T N - 3135GA6D8 0.320 12/15/2023	2,000,000.000	99.0220	1,980,440.00	2,000,000.00	-19,560.00	0.9	6,400.00	0.32
F N M A Deb - 3135G06F5 0.310 11/16/2023	1,000,000.000	99.5320	995,320.00	1,000,000.00	-4,680.00	0.4	3,100.00	0.31
Federal Agri Mtg Corp - 3134GWXB7 0.300 12/29/2023	2,000,000.000	99.4000	1,988,000.00	1,999,780.00	-11,780.00	0.9	6,000.00	0.30



CITY OF OXNARD

Page 6 of 24
December 1, 2021 to December 31, 2021**ASSET DETAIL (continued)**

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Federal Agri Mtg Corp M T N - 31422XNQ1 0.560 10/04/2024	3,000,000.000	98.8640	2,965,920.00	3,000,000.00	-34,080.00	1.3	16,800.00	0.57
Federal Agri Mtg Corp M T N - 31422XAS1 0.610 03/02/2026	1,000,000.000	97.6780	976,780.00	1,000,000.00	-23,220.00	0.4	6,100.00	0.63
Federal Farm Credit Bks - 3133EME24 0.070 12/02/2022	10,000,000.000	99.7480	9,974,800.00	9,999,000.00	-24,200.00	4.3	7,000.00	0.07
Federal Farm Credit Bks - 3133EMD66 0.080 09/15/2022	5,000,000.000	99.9770	4,998,850.00	4,999,355.00	-505.00	2.2	4,000.00	0.08
Federal Farm Credit Bks - 3133ELR89 0.250 04/06/2022	10,000,000.000	100.0260	10,002,600.00	10,005,200.00	-2,600.00	4.3	25,000.00	0.25
Federal Farm Credit Bks - 3133EMCQ3 0.280 10/13/2023	2,000,000.000	99.2670	1,985,340.00	1,999,780.00	-14,440.00	0.9	5,600.00	0.28
Federal Farm Credit Bks - 3133EMQQ8 0.300 11/12/2024	3,000,000.000	98.0680	2,942,040.00	2,995,000.00	-52,960.00	1.3	9,000.00	0.31
Federal Farm Credit Bks - 3133EMNK4 0.310 07/22/2024	3,000,000.000	98.5920	2,957,760.00	3,000,000.00	-42,240.00	1.3	9,300.00	0.31
Federal Farm Credit Bks - 3133EMHL9 0.310 11/30/2023	1,000,000.000	99.2100	992,100.00	1,000,000.00	-7,900.00	0.4	3,100.00	0.31
Federal Farm Credit Bks - 3133ENBK5 1.140 10/20/2026	1,000,000.000	98.9200	989,200.00	1,000,000.00	-10,800.00	0.4	11,400.00	1.15



CITY OF OXNARD

Page 7 of 24
December 1, 2021 to December 31, 2021

ASSET DETAIL (continued)								
Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Federal Home Loan Bks - 3130AKVA1 0.030 02/09/2026 Multi Cpn	2,000,000.000	98.0800	1,961,600.00	2,000,000.00	-38,400.00	0.8	6,000.00	0.31
Federal Home Loan Bks - 3130AMCM2 0.250 05/12/2026 Multi Cpn	1,250,000.000	99.2760	1,240,950.00	1,249,687.50	-8,737.50	0.5	3,125.00	0.25
Federal Home Loan Bks - 3130AK4S2 0.280 09/11/2023	5,000,000.000	99.6030	4,980,150.00	4,997,250.00	-17,100.00	2.1	14,000.00	0.28
Federal Home Loan Bks - 3130AKU61 0.300 01/27/2026 Multi Cpn	10,000,000.000	98.4010	9,840,100.00	10,000,000.00	-159,900.00	4.2	30,000.00	0.30
Federal Home Loan Bks - 3130AKWD4 0.300 02/09/2026 Multi Cpn	2,000,000.000	97.9400	1,958,800.00	2,000,000.00	-41,200.00	0.8	6,000.00	0.31
Federal Home Loan Bks - 3130AKWM4 0.300 11/26/2024	1,000,000.000	98.0330	980,330.00	1,000,000.00	-19,670.00	0.4	3,000.00	0.31
Federal Home Loan Bks - 3130AKGL4 0.300 11/27/2023	1,000,000.000	99.4600	994,600.00	1,000,000.00	-5,400.00	0.4	3,000.00	0.30
Federal Home Loan Bks - 3130ALES9 0.330 08/26/2024	2,000,000.000	98.6400	1,972,800.00	2,000,000.00	-27,200.00	0.8	6,600.00	0.33
Federal Home Loan Bks - 3130AKVQ6 0.470 10/29/2025	1,000,000.000	97.2480	972,480.00	1,000,000.00	-27,520.00	0.4	4,700.00	0.48
Federal Home Loan Bks - 3130AKMD5 0.500 01/28/2026	5,000,000.000	96.8300	4,841,500.00	4,997,500.00	-156,000.00	2.1	25,000.00	0.52



CITY OF OXNARD

Page 8 of 24
December 1, 2021 to December 31, 2021

ASSET DETAIL (continued)								
Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Federal Home Loan Bks - 3130ALLN2 0.500 03/24/2026	2,000,000.000	98.7660	1,975,320.00	2,000,000.00	-24,680.00	0.9	10,000.00	0.51
Federal Home Loan Bks - 3130AM4L3 0.500 04/29/2026 Multi Cpn	1,000,000.000	99.7660	997,660.00	1,000,000.00	-2,340.00	0.4	5,000.00	0.50
Federal Home Loan Bks - 3130AKNK8 0.500 10/20/2025	6,000,000.000	97.3700	5,842,200.00	6,000,000.00	-157,800.00	2.5	30,000.00	0.51
Federal Home Loan Bks - 3130AKLL8 0.500 12/30/2025	2,000,000.000	97.7910	1,955,820.00	2,000,000.00	-44,180.00	0.8	10,000.00	0.51
Federal Home Loan Bks - 3130AKVN3 0.520 01/29/2026	1,000,000.000	97.7740	977,740.00	1,000,000.00	-22,260.00	0.4	5,200.00	0.53
Federal Home Loan Bks - 3130AKN36 0.525 01/15/2026	2,000,000.000	97.8310	1,956,620.00	2,000,000.00	-43,380.00	0.8	10,500.00	0.54
Federal Home Loan Bks - 3130AKTJ5 0.540 02/09/2026	2,000,000.000	97.7910	1,955,820.00	2,000,000.00	-44,180.00	0.8	10,800.00	0.55
Federal Home Loan Bks - 3130AKVR4 0.550 02/12/2026	1,000,000.000	96.9630	969,630.00	1,000,000.00	-30,370.00	0.4	5,500.00	0.57
Federal Home Loan Bks - 3130AKNR3 0.560 01/26/2026	1,000,000.000	97.5700	975,700.00	1,000,000.00	-24,300.00	0.4	5,600.00	0.57
Federal Home Loan Bks - 3130AKQ82 0.600 01/28/2026	1,500,000.000	98.0420	1,470,630.00	1,500,000.00	-29,370.00	0.6	9,000.00	0.61



CITY OF OXNARD

Page 9 of 24
December 1, 2021 to December 31, 2021

ASSET DETAIL (continued)								
Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Federal Home Loan Bks - 3130AKPN0 0.600 01/29/2026	2,000,000.000	97.5110	1,950,220.00	2,000,000.00	-49,780.00	0.8	12,000.00	0.61
Federal Home Loan Bks - 3130AKXJ0 0.600 02/24/2026	11,000,000.000	97.9580	10,775,380.00	10,994,200.00	-218,820.00	4.6	66,000.00	0.61
Federal Home Loan Bks - 3130AML42 0.600 05/27/2026 Mult Cpn	1,000,000.000	99.3340	993,340.00	1,000,000.00	-6,660.00	0.4	6,000.00	0.60
Federal Home Loan Bks - 3130AKQ74 0.625 01/22/2026	5,000,000.000	98.1380	4,906,900.00	5,000,000.00	-93,100.00	2.1	31,250.00	0.64
Federal Home Loan Bks - 3130AL7M0 0.625 02/24/2026	3,000,000.000	98.0390	2,941,170.00	2,994,500.00	-53,330.00	1.3	18,750.00	0.64
Federal Home Loan Bks - 3130ANY53 0.625 04/30/2025	1,000,000.000	98.5790	985,790.00	998,150.00	-12,360.00	0.4	6,250.00	0.63
Federal Home Loan Bks - 3130AKRN8 0.650 01/28/2026	2,000,000.000	98.2010	1,964,020.00	2,000,000.00	-35,980.00	0.8	13,000.00	0.66
Federal Home Loan Bks - 3130APF91 0.650 12/27/2024	1,000,000.000	98.8620	988,620.00	1,000,000.00	-11,380.00	0.4	6,500.00	0.66
Federal Home Loan Bks - 3130ALCB8 0.680 02/24/2026	1,000,000.000	97.4640	974,640.00	1,000,000.00	-25,360.00	0.4	6,800.00	0.70
Federal Home Loan Bks - 3130ALNU4 0.680 03/24/2025	1,000,000.000	99.1010	991,010.00	1,000,000.00	-8,990.00	0.4	6,800.00	0.69



CITY OF OXNARD

Page 10 of 24
December 1, 2021 to December 31, 2021

ASSET DETAIL (continued)								
Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Federal Home Loan Bks - 3130AKQX7 0.700 01/28/2026	7,000,000.000	97.9440	6,856,080.00	7,000,200.00	-144,120.00	3.0	49,000.00	0.71
Federal Home Loan Bks - 3130APG82 0.700 10/28/2026 Multi Cpn	1,000,000.000	98.8450	988,450.00	1,000,000.00	-11,550.00	0.4	7,000.00	0.71
Federal Home Loan Bks - 3130ALFS8 0.800 03/10/2026	1,000,000.000	97.5750	975,750.00	1,000,000.00	-24,250.00	0.4	8,000.00	0.82
Federal Home Loan Bks - 3130ALDN1 0.800 03/16/2026	2,000,000.000	98.3810	1,967,620.00	2,000,000.00	-32,380.00	0.8	16,000.00	0.81
Federal Home Loan Bks - 3130ALGB4 0.800 03/17/2026	1,000,000.000	98.3340	983,340.00	1,000,000.00	-16,660.00	0.4	8,000.00	0.81
Federal Home Loan Bks - 3130APKZ7 0.875 01/28/2026	1,000,000.000	99.1050	991,050.00	1,000,000.00	-8,950.00	0.4	8,750.00	0.88
Federal Home Loan Bks - 3130ALGC2 0.875 03/23/2026	1,000,000.000	98.6480	986,480.00	1,000,000.00	-13,520.00	0.4	8,750.00	0.89
Federal Home Loan Bks - 3130ALGJ7 1.000 03/23/2026	975,000.000	98.9100	964,372.50	975,000.00	-10,627.50	0.4	9,750.00	1.01
Federal Home Loan Bks - 3130AMM41 1.000 06/16/2026	5,000,000.000	98.9060	4,945,300.00	5,000,000.00	-54,700.00	2.1	50,000.00	1.01
Federal Home Loan Bks - 3130AQ3T8 1.000 12/23/2026 Multi Cpn	1,000,000.000	99.9830	999,830.00	1,000,000.00	-170.00	0.4	10,000.00	1.00



CITY OF OXNARD

Page 11 of 24
December 1, 2021 to December 31, 2021

ASSET DETAIL (continued)								
Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Federal Home Loan Bks - 3130AMPT3 1.030 06/23/2026	5,000,000.000	98.9640	4,948,200.00	5,000,000.00	-51,800.00	2.1	51,500.00	1.04
Federal Home Loan Bks - 3130AP3X1 1.040 10/15/2026	2,000,000.000	98.9200	1,978,400.00	1,999,700.00	-21,300.00	0.9	20,800.00	1.05
Federal Home Loan Bks - 3130AMJH6 1.050 05/26/2026	1,000,000.000	99.0820	990,820.00	1,000,000.00	-9,180.00	0.4	10,500.00	1.06
Federal Home Loan Bks - 3130AP5A9 1.050 10/15/2026	4,000,000.000	98.5910	3,943,640.00	4,000,000.00	-56,360.00	1.7	42,000.00	1.06
Federal Home Loan Bks - 3130ANWH9 1.080 09/15/2026	1,000,000.000	98.8720	988,720.00	1,000,000.00	-11,280.00	0.4	10,800.00	1.09
Federal Home Loan Bks - 3130APB87 1.100 10/13/2026	2,000,000.000	99.0950	1,981,900.00	2,000,000.00	-18,100.00	0.9	22,000.00	1.11
Federal Home Loan Bks - 3130APAY1 1.100 10/21/2026	3,000,000.000	99.1650	2,974,950.00	3,000,000.00	-25,050.00	1.3	33,000.00	1.11
Federal Home Loan Bks - 3130AM2F8 1.125 04/29/2026	1,000,000.000	99.3320	993,320.00	1,000,000.00	-6,680.00	0.4	11,250.00	1.13
Federal Home Loan Bks - 3130AMYP1 1.125 07/15/2026	3,000,000.000	99.1690	2,975,070.00	3,000,000.00	-24,930.00	1.3	33,750.00	1.13
Federal Home Loan Bks - 3130APBF1 1.150 10/22/2026	3,000,000.000	99.4180	2,982,540.00	3,000,000.00	-17,460.00	1.3	34,500.00	1.16



CITY OF OXNARD

Page 12 of 24
December 1, 2021 to December 31, 2021

ASSET DETAIL (continued)								
Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Federal Home Loan Bks - 3130APC45 1.180 10/26/2026	1,000,000.000	99.4390	994,390.00	1,000,000.00	-5,610.00	0.4	11,800.00	1.19
Federal Home Loan Bks - 3130APHV0 1.180 10/28/2026	2,000,000.000	99.4230	1,988,460.00	2,000,000.00	-11,540.00	0.9	23,600.00	1.19
Federal Home Loan Bks - 3130APHT5 1.200 10/26/2026	4,000,000.000	99.5620	3,982,480.00	3,999,000.00	-16,520.00	1.7	48,000.00	1.20
Federal Home Loan Bks - 3130APCX1 1.250 10/26/2026	4,000,000.000	99.4970	3,979,880.00	4,000,000.00	-20,120.00	1.7	50,000.00	1.26
Federal Home Loan Bks - 3130APDQ5 1.250 10/28/2026	1,000,000.000	99.3700	993,700.00	1,000,000.00	-6,300.00	0.4	12,500.00	1.26
Federal Home Loan Bks - 3130APKQ7 1.250 11/10/2026	3,000,000.000	99.4410	2,983,230.00	2,997,500.00	-14,270.00	1.3	37,500.00	1.26
Federal Home Loan Bks - 3130APLP8 1.375 11/16/2026	2,000,000.000	99.7450	1,994,900.00	2,000,000.00	-5,100.00	0.9	27,500.00	1.38
Federal Home Loan Bks - 3130APNK7 1.375 11/18/2026	1,000,000.000	99.5710	995,710.00	1,000,000.00	-4,290.00	0.4	13,750.00	1.38
Federal Home Loan Bks - 3130APL37 1.400 11/16/2026	1,000,000.000	99.8170	998,170.00	1,000,000.00	-1,830.00	0.4	14,000.00	1.40
Federal Home Loan Bks - 3130APP22 1.500 11/23/2026	1,000,000.000	99.9920	999,920.00	1,000,000.00	-80.00	0.4	15,000.00	1.50



CITY OF OXNARD

Page 13 of 24
December 1, 2021 to December 31, 2021

ASSET DETAIL (continued)								
Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Federal Home Loan Bks - 3130AQAB9 1.625 12/30/2026	1,250,000.000	99.9950	1,249,937.50	1,250,000.00	-62.50	0.5	20,312.50	1.63
Federal Home Loan Bks - 3130ABCF1 2.500 05/23/2022 Multi Cpn	2,000,000.000	100.8880	2,017,760.00	2,000,000.00	17,760.00	0.9	50,000.00	2.48
Total US Government Issues			\$201,843,538.10	\$204,328,412.55	-\$2,484,874.45	86.9	\$1,454,245.00	

Corporate Issues

American Expr Natl Bk - 02589AAM4 C D 3.300 06/26/2023	245,000.000	104.1580	255,187.10	245,000.00	10,187.10	0.1	8,085.00	3.17
Apple Inc - 037833DX5 0.550 08/20/2025	1,000,000.000	97.2730	972,730.00	1,000,570.00	-27,840.00	0.4	5,500.00	0.56
Apple Inc - 037833EB2 0.700 02/08/2026	1,000,000.000	97.9580	979,580.00	999,950.00	-20,370.00	0.4	7,000.00	0.71
Bank Of America Corp - 06048WL32 Medium Term Note 0.800 02/24/2026	1,000,000.000	95.9920	959,920.00	1,000,000.00	-40,080.00	0.4	8,000.00	0.83
Bank Of America Corp - 06048WL99 Medium Term Note 1.400 05/14/2026	5,000,000.000	97.2350	4,861,750.00	5,000,000.00	-138,250.00	2.1	70,000.00	1.44
Bank Of America Corp - 06051GFS3 Medium Term Note 3.875 08/01/2025	1,000,000.000	108.3910	1,083,910.00	1,137,360.00	-53,450.00	0.5	38,750.00	3.57



CITY OF OXNARD

Page 14 of 24
December 1, 2021 to December 31, 2021

ASSET DETAIL (continued)								
Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Bk Of America Corp - 06048WL24 Medium Term Note 0.300 02/16/2024 Multi Cpn	3,000,000.000	97.6480	2,929,440.00	3,000,000.00	-70,560.00	1.3	9,000.00	0.31
Bk Of America Corp - 06048WM64 Medium Term Note 1.200 06/25/2026	1,000,000.000	94.5340	945,340.00	998,490.00	-53,150.00	0.4	12,000.00	1.27
Bk Of America Corp - 06048WM72 Medium Term Note 1.200 07/30/2026	1,000,000.000	95.6740	956,740.00	1,000,000.00	-43,260.00	0.4	12,000.00	1.25
Bk Of America Corp - 06048WP20 Medium Term Note 1.250 09/24/2026	2,000,000.000	96.5140	1,930,280.00	2,000,000.00	-69,720.00	0.8	25,000.00	1.29
Bmw Bank North America - 05580ANG5 C D 3.300 06/29/2023	245,000.000	104.1780	255,236.10	245,000.00	10,236.10	0.1	8,085.00	3.17
Capital One Bank USA Na - 1404203A6 C D 2.400 05/24/2022	245,000.000	100.8590	247,104.55	245,000.00	2,104.55	0.1	5,880.00	2.38
Capital One Na - 14042RFW6 C D 2.400 05/24/2022	245,000.000	100.8590	247,104.55	245,000.00	2,104.55	0.1	5,880.00	2.38
Citibank Na - 17312QN96 C D 3.300 06/28/2023	245,000.000	104.1710	255,218.95	245,000.00	10,218.95	0.1	8,085.00	3.17

ASSET DETAIL (continued)								
Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Citigroup Inc - 17290A2M1 Medium Term Note 1.400 07/21/2026	1,000,000.000	98.0050	980,050.00	1,000,000.00	-19,950.00	0.4	14,000.00	1.43
Comenity Cap Bk Salt Lake City Utah - 20033AUB0 C D 2.350 05/31/2022	245,000.000	100.8800	247,156.00	245,000.00	2,156.00	0.1	5,757.50	2.33
Deere John Capital Corp - 24422EVK2 Medium Term Note 0.700 01/15/2026	3,000,000.000	96.9720	2,909,160.00	3,000,000.00	-90,840.00	1.3	21,000.00	0.72
Discover Bk - 254673QR0 C D 3.300 06/27/2023	245,000.000	104.1650	255,204.25	245,000.00	10,204.25	0.1	8,085.00	3.17
Goldman Sachs Bk USA New York - 38148PKJ5 C D 2.400 05/31/2022	245,000.000	100.9010	247,207.45	245,000.00	2,207.45	0.1	5,880.00	2.38
Goldman Sachs Group Inc - 38150AH99 Medium Term Note 1.350 08/17/2026	1,000,000.000	97.4410	974,410.00	1,000,000.00	-25,590.00	0.4	13,500.00	1.38
Jpmorgan Chase Co - 48128G4X5 Medium Term Note 1.200 08/28/2026	2,000,000.000	97.7030	1,954,060.00	2,000,000.00	-45,940.00	0.8	24,000.00	1.23
Local Initiatives Support Corp Fr - 53961LAF6 Medium Term Note 0.950 01/15/2026	1,510,000.000	96.9010	1,463,205.10	1,510,000.00	-46,794.90	0.6	14,345.00	0.98



ASSET DETAIL (continued)								
Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Synchrony Bk Retail Ctf Dep - 87165EMK0 C D 2.400 05/26/2022	245,000.000	100.8710	247,133.95	245,000.00	2,133.95	0.1	5,880.00	2.38
Toyota Motor Credit Corp - 89236THZ1 Medium Term Note 0.400 02/03/2025	2,000,000.000	93.4550	1,869,100.00	2,000,000.00	-130,900.00	0.8	8,000.00	0.43
Ubs Bank USA - 90348JFQ8 C D 3.500 11/07/2023	245,000.000	105.3300	258,058.50	245,000.00	13,058.50	0.1	8,575.00	3.32
Total Corporate Issues			\$28,284,286.50	\$29,096,370.00	-\$812,083.50	12.2	\$352,287.50	
Foreign Issues								
Barclays Bank Plc - 06748WMK6 Medium Term Note 1.000 04/29/2025	1,000,000.000	99.3110	993,110.00	1,000,000.00	-6,890.00	0.4	10,000.00	1.01
International Bank - 459058JA2 0.750 03/11/2025	1,000,000.000	98.9390	989,390.00	1,008,900.00	-19,510.00	0.4	7,500.00	0.76
Total Foreign Issues			\$1,982,500.00	\$2,008,900.00	-\$26,400.00	0.9	\$17,500.00	



CITY OF OXNARD

Page 17 of 24
December 1, 2021 to December 31, 2021

ASSET DETAIL (continued)								
Security Description	Shares/Face Amt	Price	Market Value	Tax Cost	Unrealized Gain/Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Taxable Municipal Issues								
Huntington Beach Calif Pub Fing Auth - 446216HF3 Rev Taxable Lease Ref Bds 2020 B Ca 0.469 05/01/2022 Taxable	250,000.000	100.0520	250,130.00	250,000.00	130.00	0.1	1,172.50	0.47
Total Taxable Municipal Issues			\$250,130.00	\$250,000.00	\$130.00	0.1	\$1,172.50	
Total Taxable Bonds			\$232,360,454.60	\$235,683,682.55	-\$3,323,227.95	100.0	\$1,825,205.00	
Total Assets			\$232,360,454.60	\$235,683,682.55	-\$3,323,227.95	100.0	\$1,825,205.00	
Estimated Current Yield								0.78



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.2

DATE: February 1, 2022

TO: City Council

FROM: Helen Miller, Information Technology Director, (805)385-7446, helen.miller@oxnard.org

SUBJECT: Oxnard 311 - Performance Update Report. (0/10/10)

RECOMMENDATION

That the City Council receive an update on the fifth year (and first half of year 6) performance of the Oxnard 311 Constituent Relationship Management System.

(Community Services, Public Safety, Housing & Development Committee approved 3-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/cuclewNe0j4>

BACKGROUND

Oxnard 311 is the City's constituent relationship management (CRM) software, which allows residents within the City to report a variety of issues using a mobile phone application or website. Requests may be submitted in English, Spanish, or one of 15 other languages offered by the software vendor. During the first five and a half years of availability, the Oxnard 311 mobile app has been downloaded by 12,028 residents and has been used to process approximately 96,804 service requests. The Oxnard 311 system allows residents to see live updates, track the status of their requests, and communicate directly to staff through in-app messaging. The Oxnard 311 system empowers resident guardianship and involvement in the community while increasing transparency and accountability of City staff.

DISCUSSION

The Oxnard 311 system completed its fifth full year of service at the end of April 2021. The following discussion focuses on performance trends and metrics from each full year (May through April) and the first half of year six (May 2021 through October 2021).

1. Application Downloads

The Oxnard 311 system has grown each year in the number of Oxnard residents that are submitting service requests through the mobile application and website. The majority of requests (66.8%) are submitted through the free mobile application. As such, application downloads are a reliable metric for system growth.

	Year 1	Year 2	Year 3	Year 4*	Year 5	Year 6 (First Half)	Total
Downloads	2,139	1,995	2,151	2,186	2,154	1,403 (30% increase)	12,028

		(6.7% decrease compared to year one)	(7.8% increase compared to year two)	(1.6% increase compared to year three)	(1.5% decrease compared to year four)	compared to year five if first half trends continue)	
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Please note that last year's report contained an error in the number of downloads for both year four and the first half of year five. Staff recently discovered an error with the service the City uses for tracking download statistics. In December of 2019, the service no longer reported the number of Apple iOS downloads. Staff have since corrected this issue and the app download statistics have been updated in this report.

2. Requests Submitted

In the first five and a half years, the Oxnard 311 system has also increased in the number of service requests submitted. This steady increase per year in the number of requests submitted reflects a growing user base.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)	Total
Requests Submitted	7,900	15,435 (95% increase compared to year one)	17,704 (14% increase compared to year two)	18,784 (6% increase compared to year three)	22,747 (21% increase compared to year four)	14,306 (26% increase compared to year five if first half trends continue.	96,804

3. Performance Evaluation

There are 20 request types available to the public through the Oxnard 311 system. Staff from various departments in the City are involved in the Oxnard 311 system, which allows requests to be assigned to the correct person who has the appropriate skills/knowledge and is responsible for the required work to complete the request. The majority of requests, 70.6%, are for 3 of the 20 request types: illegal dumping, graffiti, and abandoned vehicles.

The following section covers performance statistics for each of the 20 request types. Each request type is presented in descending order by the total number of requests. Beyond number of requests, staff identified for each request type the percentage of requests completed on time, service level goal per year, and average completion time per year.

The Oxnard 311 system had slight database issues during the first three years that added a small margin of error to the performance statistics. City staff have resolved this issue and the performance stats for years five and six are accurate. In all cases, "days" refers to City working days and does not include weekends. The performance information is also summarized in the table at the end of this section of the report.

A. Illegal Dumping

Total number of requests in the first 5.5 years: 35,577 (36.8% of all requests)

Percentage of requests completed on time: 74.9%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	3 days	3 days	3 days	3 days	3 days	3 days
Number of Requests	2,371	5,470	6,433	6,556	8,616	6,131

Average	4.4 days (delayed by 46.7% over service goal)	8.6 days (delayed by 186.7% over service goal)	2.7 days (exceeded service goal by 10%)	5.5 days (delayed by 84.8% over service goal)	3.5 days (delayed by 17.4% over service goal)	0.8 days (exceeded service goal by 74.3%)
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Performance issues experienced during year two (8.6 days average completion time) were attributed to the then-current staffing levels, including an insufficient number of employees licensed to drive the larger vehicles used to pick up bulky items such as refrigerators or couches. Additional Environmental Resources staff members were hired to specifically focus on illegal dumping requests. The benefits of these additional hires are shown in the third year performance, when requests were completed in time that exceeded the service level goal by 10%. However, performance fell again in the fourth year and fifth year (5.5 and 3.5 days average completion time, respectively), which were below the three-day goal. The COVID-19 related stay at home order had a large impact on overall performance, as staff availability was reduced significantly. Before the stay at home order was implemented, staff were completing illegal dumping requests within an average of 2.4 days, exceeding the service level goal by 27%. The average performance during the stay at home order fell to 30.1 days, reducing the overall average.

There are additional factors that contribute to the slower response time. Even outside of the stay at home order, staffing shortages in the Environmental Resources Division have been exacerbated by COVID-19. Illegal dumping on private property and illegal dumping related to the homeless crisis involves processes that must be coordinated with Code Enforcement and the Police Department and require more time. There is an increase in the number of homeless encampments Citywide but not necessarily a parallel increase in the amount of resources to tackle these 311 requests. Finally, the rental of special equipment is often required for the removal of illegal dumping and encampments, and such rentals take extra time.

Through the budgeting process for Fiscal Year 2021-22, the Environmental Resources Division requested and received two additional Maintenance Worker Trainees assigned to the 311 Crew. Also, an existing Solid Waste Equipment Operator II position was reassigned to the 311 Crew. Increased efficiencies in coordination with the Police Department, Housing and Code Enforcement have also contributed to the improvement in work order completion times over the last year.

B. Graffiti

Total number of requests in the first 5.5 years: 21,913 (22.6% of all requests)

Percentage of requests completed on time: 93.3%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	3 days	3 days	3 days	3 days	3 days	3 days
Number of Requests	1,840	2,971	3,994	4,832	5,555	2,721
Average	1.7 days (exceeded service goal by 43.3%)	1.1 days (exceeded service goal by 63.3%)	1.8 days (exceeded service goal by 40%)	2.0 days (exceeded service goal by 32.4%)	2.3 days (exceeded service goal by 23.4%)	2.2 days (exceeded service goal by 25%)

Public Works staff dedicated to removing graffiti on public property and Code Enforcement staff working with owners of private property with graffiti have both consistently met their service level goal. In year four, even though staffing was cut significantly in the City's Graffiti Action Program (GAP), staff has been able to keep its graffiti on public property response time down by transferring graffiti removal in parks to the Parks Division and by terminating a graffiti removal contract in unincorporated areas of the County in which the City was not being fully reimbursed. Staff continued to exceed their service

goal in year five and the first half of year six.

C. Abandoned Vehicles

Total number of requests in the first 5.5 years: 10,368 (10.7% of all requests)

Percentage of requests completed on time: 86.9%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	14 days	14 days	14 days	14 days	14 days	14 days
Number of Requests	700	1,671	1,774	2,073	2,564	1,586
Average	12.2 days (exceeded service goal by 12.9%)	9 days (exceeded service goal by 35.7%)	9.3 days (exceeded service goal by 33.6%)	9.9 days (exceeded service goal by 29.4 %)	9.2 days (exceeded service goal by 34.5%)	7.3 days (exceeded service goal by 47.6%)

Staff from Traffic Enforcement and Code Enforcement are assigned abandoned vehicle requests on public and private property, respectively. Collectively, staff have consistently met their service level goal.

D. Overgrown Landscape

Total number of requests in the first 5.5 years: 4,468 (4.6% of all requests)

Percentage of requests completed on time: 69.6%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	313	891	902	898	936	528
Average	73.7 days (delayed by 22.8% over service goal)	92.5 days (delayed by 54.2% over service goal)	75.1 days (delayed by 25.2% over service goal)	36.7 days (exceeded service goal by 38.8%)	47.0 days (exceeded service goal by 21.6%)	30.9 days (exceeded service goal by 48.6%)

Public Works Parks Division staff cited staffing levels in the past as the main reason for performance issues that were preventing staff from completing requests within the service level goal time. Public Works has made improvements on how it uses the County's work release crews to address overgrown landscaping (including for 311 requests). The Parks Division has also developed a 311 crew with dedicated staff assigned to 311 requests. Staff exceeded their service goal for years four and five and continue that trend in the first half of year six.

E. General Questions

Total number of requests in the first 5.5 years: 3,944 (4.1% of all requests)

Percentage of requests completed on time: 55.8%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	15 days	15 days	15 days	15 days	15 days	15 days
Number of Requests	413	668	709	742	881	531
Average	41.5 days (delayed by 176.7% over service goal)	45.9 days (delayed by 206% over service goal)	42.2 days (delayed by 181.3% over service goal)	30.7 days (delayed by 104.7% over service goal)	15.2 days (delayed by 1.6% over service goal)	16.5 days (delayed by 9.8% over service goal)

This category is a catch-all so residents can submit requests that otherwise do not fit into one of the existing categories. Sample submissions include loud music, fireworks, dogs barking, trash or furniture in the alleyways, and broken playground equipment in parks. Staff responsible for this category often receives a request and reassigns it to the appropriate staff in another department, which delays the process. Staff continue to work on speeding up the reassigning process and have made significant progress in year five and the first half of year six. New staff have recently been added to the Oxnard 311 system in the second half of year six to assist with completing these requests.

F. Potholes

Total number of requests in the first 5.5 years: 3,472 (3.6% of all requests)

Percentage of requests completed on time: 37.2%

	Year 1	Year 2 (First Half)	Year 2 (Second Half)	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	150 days	15 days	30 days	30 days	35 days	35 days	35 days
Number of Requests	592	382	260	717	759	493	265
Average	73.3 days (exceeded service goal by 51.2%)	110.6 days (delayed by 637% over service goal)	118.6 days (delayed by 295% over service goal)	81.7 days (delayed by 172.2% over service goal)	100.1 days (delayed by 186.1% over service goal)	135.9 days (delayed by 288.2% over service goal)	61.8 days (delayed by 76.6% over service goal)

Public Works Streets Division has averaged 7 to 8 vacant positions over the last 18 months, which has affected the response time for addressing 311 potholes. In addition, a large number of the pothole requests are related to issues that are more than potholes and require a substantial amount of work to repair, such as resurfacing entire street segments. Resurfacing activities are significantly more work that takes additional time compared to filling in a pothole with asphalt. Recently, staff has identified over two hundred pothole requests that are related to street resurfacing issues.

Streets Division staff have altered their workflow to accurately identify pothole requests that should be part of resurfacing efforts instead of standard pothole repairs. This adjustment will better track the amount of time it takes to address true potholes versus improvements to the overall street, which would be repaired as part of Capital Improvement Plan

projects.

In September 2021, the Streets Division hired seven maintenance workers and purchased two asphalt patch trucks for potholing with Measure E funding. Since September, Public Works has assigned staff to specifically address potholes on a daily basis. Street staff have also worked with the City's GIS Division to create a work order system that includes route optimization and a mobile application to assist in collecting the data necessary to plan repairs and close out 311 requests. With these aforementioned actions staff anticipates to meet the 35 day target for the completion of potholes going forward.

In addition, Engineering has dedicated approximately \$30,000,000 in street and alley resurfacing projects for Fiscal Year 2021-2022, which will reduce the amount of 311 pothole requests in the future.

G. Litter

Total number of requests in the first 5.5 years: 2,372 (2.5% of all requests)

Percentage of requests completed on time: 54.1%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	3 days	3 days	3 days	10 days	10 days	10 days
Number of Requests	373	451	347	385	498	318
Average	14.6 days (delayed by 386.7% over service goal)	24.7 days (delayed by 723.3% over service goal)	20.3 days (delayed by 576.7% over service goal)	12.2 days (delayed by 21.7% over service goal)	17.1 days (delayed by 71% over service goal)	9.9 days (exceeded service goal by 1.5%)

Public Works Parks staff requested, and was granted, a performance goal extension from three to ten days at the start of year four to more accurately reflect the litter-related workflow.

Parks staff indicated that the lack of dedicated staff to handle litter requests has been the main contributing factor to delayed completion time. The team responsible for responding to litter complaints throughout the City dropped from 3 to 2.5 full time staff. This is due to having 1 staff member being responsible for splitting his time between the 311 crew and opening/inspecting restrooms each morning. This 2.5 person team is responsible for not only litter, but also illegal dumping, assisting with homeless encampment cleanup and overgrown vegetation. This team also assists with weed abatement and any other tasks that require additional labor to complete within the parks, parkways, medians and any other general use areas. Low staffing levels cause additional staff from other crews to be pulled to assist with litter cleanup when requests fall too far behind.

The Parks staff identified a pathway to improvement, which includes adequate staffing or contractors to properly address the ongoing workload. Parks has also been working on adding lids to park trash cans that are currently missing lids. Replacing the lids will help keep the trash from being blown out by the wind or pulled out by humans and birds. Parks staff is also looking at designating a standardized trash can for all of our parks that will best mitigate the aforementioned issues. Park staff is also working on adding new street sweeper services to park related parking lots that are not currently

under contract. Staff is also working on increasing the frequency of sweeping lots that are under contract but only serviced once a month.

Based upon the first six months of year six, prior adjustments and contracting of services has resulted in seeing a measurable improvement in this area. If the current trend remains consistent for the rest of year six, this area could see success in meeting the performance goal while addressing more total requests than last year. However, the success in the first six months of year six is likely the result of the focus on litter abatement, which impacts other maintenance responsibilities assigned to the limited staffing. As such, as part of next year's budget process, additional dedicated staffing will be requested to ensure long-term success of not just litter abatement, but all other maintenance requests handled by this team.

H. Sidewalk Repair

Total number of requests in the first 5.5 years: 2,120 (2.2% of all requests)

Percentage of requests completed on time: 52.8%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	241	687	410	427	252	103
Average	116 days (delayed by 93.3% over service goal)	121.9 days (delayed by 103.2% over service goal)	58.7 days (exceeded service goal by 2.2%)	65.3 days (delayed by 8.8% over service goal)	43.1 days (exceeded service goal by 28.1%)	20.1 days (exceeded service goal by 66.5%)

Public Works Streets Division staff has improved its response to this type of complaint over the past two and a half years and is now exceeding the service level goal. Currently, the City has a contract for asphalt/concrete grindings that has helped in resolving many sidewalk repair service requests.

I. Trash and Recycling Service

Total number of requests in the first 5.5 years: 1,859 (1.9% of all requests)

Percentage of requests completed on time: 72%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	2 days	2 days	2 days	3 days	3 days	3 days
Number of Requests	126	320	313	313	513	274

Average	4.3 days (delayed by 115% over service goal)	4.5 days (delayed by 125% over service goal)	7.5 days (delayed by 275% over service goal)	2.4 days (exceeded service goal by 18.8%)	1.7 days (exceeded service goal by 44.5%)	2.6 days (exceeded service goal by 14.7%)
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There was a significant increase in this type of requests from year one to year two, and these requests now are almost exclusively related to homelessness. In many cases, that means staff need to offer the owners to reclaim their items for a period of time before the items can be cleared and the work order can be completed. Staff requested, and was granted, an extension of the service level goal from two to three days starting in year four. Staff are now consistently exceeding their performance goal in year five and the first half of year six.

J. Water Waste and Leaks

Total number of requests in the first 5.5 years: 1,842 (1.9% of all requests)

Percentage of requests completed on time: 43.5%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	4 days	4 days	4 days	4 days	4 days	4 days
Number of Requests	133	310	321	326	454	298
Average	25.7 days (delayed by 542.5% over service goal)	42.9 days (delayed by 972.5% over service goal)	47.1 days (delayed by 1,077.5% over service goal)	12.5 days (delayed by 211.3% over service goal)	8.9 days (delayed by 123.1% over service goal)	6.7 days (delayed by 68.6% over service goal)

During the third year performance report, City staff identified workflow issues within the system that were preventing requests from being assigned to the correct person. Staff responded by developing complex assignment logic within the 311 system to automatically assign requests to appropriate personnel based on the location of the issue and the type of equipment causing the water waste or leak. Response times have reduced dramatically from 47.1 days in the third year to 12.5 days in the fourth year. Staff have continued to make progress yet still significantly exceeding the four-day response goal.

Public Works Parks Division management identified the lack of dedicated staff to tackle the water leak complaints as the main contributing factor to delayed completion time. Irrigation repairs are just one of the many deferred maintenance items that the limited Parks staff has to address in a reactionary fashion, which is inefficient.

Parks staff has identified a pathway to improvement, which is having a more proactive approach by dedicating resources (in-house and contracting staff) to fully audit the irrigation systems in each park managed by the division (not including special districts parks, which are handled by a different Public Works division). Funding has been identified and approved by Council for the remainder of this fiscal year to have contractors assist in citywide irrigation repair as an initial push to address the large backlog of deferred maintenance. Once contracts are in place, this will make a significant difference in our ability to be more proactive with addressing 311s. In addition, for long term success, additional dedicated staff are needed to continue a proactive approach for the ongoing workload just for irrigation repairs. Furthermore, having a dedicated in-house irrigation repair team will help avoid other park-related maintenance items (e.g., playground equipment repairs, drinking fountain repairs, landscape maintenance, hardscape maintenance) from becoming ignored and backlogged. Staffing requests will be part of next year's budget process.

K. Animal Safety

Total number of requests in the first 5.5 years: 1,431 (1.5% of all requests)

Percentage of requests completed on time: 64.5%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	2 days	2 days	2 days	7 days	7 days	7 days
Number of Requests	103	217	308	213	216	374
Average	7.3 days (delayed by 265% over service goal)	8.3 days (delayed by 315% over service goal)	5.8 days (delayed by 190% over service goal)	6.8 days (exceeded service goal by 3.4%)	2.8 days (exceeded service goal by 60.5%)	1.9 days (exceeded service goal by 73.1%)

Staff requested, and was granted, an extension of their service goal from two to seven days to more appropriately reflect the workflow related to animal safety requests. In addition, staff filled two vacant positions during year four. This increased personnel available to respond to requests and significantly reduced response times. Staff are now consistently exceeding their performance goals.

L. Streetlight Out

Total number of requests in the first 5.5 years: 1,317 (1.4% of all requests)

Percentage of requests completed on time: 71.2%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	15 days	15 days	15 days	15 days	15 days	15 days
Number of Requests	128	234	213	255	317	170
Average	123.6 days (delayed by 724% over service goal)	55.9 days (delayed by 272.7% over service goal)	28.5 days (delayed by 90% over service goal)	19.1 (delayed by 27.6% over service goal)	7.0 days (exceeded service goal by 53.2%)	10.1 days (exceeded service goal by 32.7%)

As part of the third year 311 performance report, City staff identified issues with the previous workflow, which waited until Southern California Edison (SCE) completed work on its lights to close the Oxnard 311 ticket. Staff modified the workflow so that the City call center staff will report the streetlight issue to SCE and then forward the SCE ticket information to the Oxnard resident. Once the information has been forwarded to both SCE and the resident, Oxnard staff now closes the Oxnard 311 request. For a City-owned streetlight, the Oxnard 311 ticket remains open until the work is

complete, providing status updates to the resident. This new workflow dramatically reduced the average completion time for these requests, and staff have exceeded their performance goals in year five and the first half of year six.

M. Assessment District

Total number of requests in the first 5.5 years: 1,067 (1.1% of all requests)

Percentage of requests completed on time: 66.5%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	21 days	21 days	21 days	21 days	21 days	21 days
Number of Requests	190	229	211	211	124	102
Average	18.9 days (exceeded service goal by 10%)	31.6 days (delayed by 50.5% over service goal)	58.6 days (delayed by 179% over service goal)	17.9 days (exceeded service goal by 14.8%)	15.4 days (exceeded service goal by 26.8%)	9.5 days (exceeded service goal by 54.7%)

At the beginning of year four, Special Districts staff modified the division's internal process to reduce the target completion time. These modifications have led to staff consistently exceeding their service goals from year four through the first half of year six.

N. Street Signs

Total number of requests in the first 5.5 years: 1,059 (1.1% of all requests)

Percentage of requests completed on time: 72.8%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	86	221	185	200	247	120
Average	70.5 days (delayed by 17.5% over service goal)	60.9 days (delayed by 1.5% over service goal)	32.3 days (exceeded service goal by 46.2%)	46.6 days (exceeded service goal by 22.3%)	24.8 days (exceeded service goal by 58.7%)	16.8 days (exceeded service goal by 71.9%)

The City has contracted with a sign vendor that supplies and makes signs, which has improved the response time for the repair and replacement of signs. Staff have been exceeding their performance goals consistently since year three.

O. Homeless Encampment

Total number of requests in the first 5.5 years: 1,000 (1.0% of all requests)

Percentage of requests completed on time: 97.6%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	N/A	N/A	N/A	21 days	21 days	21 days
Number of Requests	N/A	N/A	N/A	7	561	405
Average	N/A	N/A	N/A	7.6 days (exceeded service goal by 63.9%)	6.6 days (exceeded service goal by 68.4%)	4.7 days (exceeded service goal by 77.4%)

The Homeless Encampment request type was created and made available to the public April 23, 2020, which was close to the end of year four. This request type is marked as “sensitive” and limits access to the request to the person who submitted the request and the staff who are assigned to it. Staff from the Police Department, Environmental Resources, Code Compliance, and Housing are all involved in the workflow and work as a team to coordinate safe outreach and cleanup efforts. Staff have consistently exceeded their performance goal.

P. Traffic - General Issues

Total number of requests in the first 5.5 years: 954 (1.0% of all requests)

Percentage of requests completed on time: 69.3%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	15 days	15 days	15 days	18 days	18 days	18 days
Number of Requests	11	53	174	185	285	246
Average	384.7 days (delayed by 2464.7% over service goal)	40.5 days (delayed by 170.0% over service goal)	18.2 days (delayed by 21.3% over service goal)	19.1 days (delayed by 6% over service goal)	27.1 (delayed by 50.7% over service goal)	17.3 days (exceeded service goal by 3.8%)

Requests that are traffic enforcement related (and responded to by the Oxnard Police Department) consistently perform well in the Oxnard 311 system and exceed their performance goals. Public Works Engineering Division staff has cited recent staffing levels and high turnover as the main reason their staff could not complete requests within the service level goal time. The City Traffic Engineer position was vacant for much of 2020 but was filled in late August of 2020. Requests within this category often take a significant amount of time to complete due to the complexity of the solutions,

such as when staff must reduce the speed limit or install new stop signs. Staff requested, and was granted, a service level goal extension from 15 days to 18 days starting in year four.

The Transportation and Mobility Division continued to experience extreme staff shortages for much of 2021. Since April 2021, only the City Traffic Engineer was available to respond to Oxnard 311 requests. Three engineer positions with the division remained vacant for much of the year with two only being filled in late October. Staff has employed consultant assistance to help with the backlog of 311 requests but COVID impacts to conducting field review has delayed processing of requests. Staff triaged requests for prioritization with a focus on safety. Additionally, with public schools reoccupying in August of 2021 after a year of COVID stay at home orders, staff experienced a significant increase in 311 and other requests for traffic control review.

Two positions were successfully recruited and filled in late 2021 and staff has begun to review and close out 311 requests. Additionally, a new modified approach to 311 requests will be implemented 2021/22 with 311 requests that require substantial field investigation or follow up study being moved into the Traffic Request process to monitor requests. This should assist in closing out simple 311 requests to meet SLA objectives and still track and process major complex requests as they are submitted.

Based upon the first six months of year six, adjustments to the process has resulted in seeing a measurable improvement in this area. If the current trend remains consistent for the rest of year six, this area will see success in meeting the performance goal while addressing more total requests than last year.

Q. Traffic - Signal Issues

Total number of requests in the first 5.5 years: 748 (0.8% of all requests)

Percentage of requests completed on time: 40.6%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	3 days	3 days	3 days	15 days	15 days	15 days
Number of Requests	176	135	136	132	101	68
Average	300.5 days (delayed by 9916.7% over service goal)	73.9 days (delayed by 2363.3% over service goal)	21.1 days (delayed by 603.3% over service goal)	23.8 days (delayed by 58.7% over service goal)	26.8 days (delayed by 78.7% over service goal)	11.8 days (exceeded service goal by 21.2%)

Public Works Streets Division staff has cited the aging infrastructure, long lead time for replacement equipment, current staffing levels, and occasional multi-jurisdictional coordination as the main reasons for delay in responding to some of these requests. All safety related issues, including malfunctioning lights, are immediately responded to; however, if the complaint is a signal knockdown, the completion of the request could take weeks or even months to resolve. Staff requested, and was granted, a performance goal extension from 3 days to 15 days for requests that are not considered urgent. Staff have dramatically reduced their response times beginning in year three and have had their best performance yet in the first half of year five with the assistance of the City's Traffic Engineer.

The City of Oxnard maintains over 165 signalized intersections. The traffic signal infrastructure is old and needs replacement or updated components that require a significant amount of funding. Due to the age of some of our

components, some of the parts needed for repairs can have a substantial lead time. As an example, a replacement signal pole can have a lead time of six months or more depending upon the type. Replacing aging equipment, though expensive, will also reduce the need for frequent repairs as well as maintenance costs. Staff is currently working to create a modern work order system, which will assist in performing and capturing data from inspections and maintenance activities.

The Public Works Traffic Signal Maintenance section continued to experience extreme staff shortages in 2021, with only one position being staffed (of three FTE) for the year. This resulted in a significant delay in responding to Oxnard 311 and other requests for the signal system. A new third party maintenance contract has been obtained with a traffic signal provider to perform preventive maintenance and other work on the traffic signal system. This should help reduce the time it takes to respond to Oxnard 311 requests.

Based upon the first six months of year six, adjustments to the process have resulted in seeing a measurable improvement in this area. If the current trend remains consistent for the rest of year six, this area will see success in meeting the performance goal while addressing more total requests than last year.

R. Street Markings

Total number of requests in the first 5.5 years: 307 (0.3% of all requests)

Percentage of requests completed on time: 67.5%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	27	61	61	72	54	32
Average	68.3 days (delayed by 13.8% over service goal)	78.9 days (delayed by 31.5% over service goal)	83.2 days (delayed by 38.7% over service goal)	31.2 days (exceeded service goal by 47.9%)	34.3 days (exceeded service goal by 42.8%)	16.0 days (exceeded service goal by 73.3%)

Public Works Streets Division staff has improved the response in the past year and a half and are now meeting or exceeding their service level goal.

S. Curb and Gutter Repair

Total number of requests in the first 5.5 years: 238 (0.2% of all requests)

Percentage of requests completed on time: 46.4%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days

Number of Requests	14	51	52	52	42	27
Average	205.7 days (delayed by 242.8% over service goal)	150.8 days (delayed by 151.3% over service goal)	58.1 days (exceeded service goal by 3.2%)	80.1 days (delayed by 33.5% over service goal)	37.9 days (exceeded service goal by 36.8%)	29.1 days (exceeded service level by 51.5%)

Public Works Streets Division staff significantly improved their response time during year five and first half of year six and are now exceeding their service level goal.

T. Technical Support & Questions

Total number of requests in the first 5.5 years: 71 (0.1% of all requests)

Percentage of requests completed on time: 91.5%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (First Half)
Goal	6 days	6 days	6 days	6 days	6 days	6 days
Number of Requests	20	13	9	10	17	2
Average	61.2 days (delayed by 920.0% over service goal)	6.7 days (delayed by 11.7% over service goal)	1.2 days (exceeded service goal by 80.0%)	8.8 days (delayed by 46.7% over service goal)	4.4 days (exceeded service level by 27.5%)	6.0 days (meets service level)

Poor performance during year one was attributed to one request that took multiple months to complete. For the majority of requests, staff has consistently met the service level goal. However, Oxnard 311 app software-related issues often take more time to resolve than the service level goal allows. For example, when a user submitted a request regarding issues with uploading pictures, Accela had to release a software update patch that took close to a month to develop and release. With these types of issues, City staff cannot process the request any faster.

Staff are completing requests within the service level goal for year five and the first half of year six.

Summary Table

A summary of the request types, their service level goals, and the performance for each service year can be found in the table immediately below. Each column of the table represents a different service year. Each row represents a different request type. In each cell of the table, the "goal" represents the service level goal in that year for that request type, and each "average" states the average completion time of staff in that year for that request type. For example, in year 2 for abandoned vehicles, the table lists "Goal: 14 , Average: 9." This means that in year 2, the service level goal for abandoned vehicles was 14 working days, but staff was responsive to those requests on an average of 9 working days.

Category	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6 (First Half)	
	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg
Illegal Dumping	3	4.4	3	8.6	3	2.7	3	5.5	3	3.5	3	0.8
Graffiti	3	1.7	3	1.1	3	1.8	3	2	3	2.3	3	2.2
Abandoned Vehicle	14	12.2	14	9	14	9.3	14	9.9	14	9.2	14	7.3
Overgrown Landscape	60	73.7	60	92.5	60	75.1	60	36.7	60	47	60	30.9
Pothole	150	73.3	15/30*	113.4	30	81.7	35	100.1	35	135.9	35	61.8
General Questions	15	41.5	15	45.9	15	42.2	15	30.7	15	15.2	15	16.5
Sidewalk Repair	60	116	60	121.9	60	58.7	60	65.3	60	43.1	60	20.1
Litter	3	14.6	3	24.7	3	20.3	10	12.2	10	17.1	10	9.9
Water Waste and Leaks	4	25.7	4	42.9	4	47.1	4	12.5	4	8.9	4	6.7
Trash and Recycling Service	2	4.3	2	4.5	2	7.5	3	2.4	3	1.7	3	2.6
Assessment District	21	18.9	21	31.6	21	58.6	21	17.9	21	15.4	21	9.5
Animal Safety	2	7.3	2	8.3	2	5.8	7	6.8	7	2.8	7	1.9
Streetlight Out	15	123.6	15	55.9	15	28.5	15	19.1	15	7.0	15	10.1
Street Signs	60	70.5	60	60.9	60	32.3	60	46.6	60	24.8	60	16.8
Traffic - Signal Issues	3	300.5	3	73.9	3	21.1	15	23.8	15	26.8	15	11.8
Tech Support and Questions	6	61.2	6	6.7	6	1.2	6	8.8	6	4.4	6	6
Homeless Encampment	NA	NA	NA	NA	NA	NA	21	7.6	21	6.6	21	4.7
Traffic - General Issues	15	384.7	15	40.5	15	18.2	18	19.1	18	27.1	18	17.3
Street Markings	60	68.3	60	78.9	60	83.2	60	31.2	60	34.3	60	16
Curb and Gutter Repair	60	205.7	60	150.8	60	58.1	60	80.1	60	37.9	60	29.1

*The service level goal for pothole requests was changed in the middle of year two. The first half of year 2 had a service level goal of 15 days. The second half of year 2 had a service level goal of 30 days.

4. Summary

A. Projected Future Use of Oxnard 311

Oxnard staff have communicated with other cities around the country that use the same CRM platform (Accela's PublicStuff) to estimate what future Oxnard 311 use could look like. Most cities reported a large increase in submitted requests between years one and two as more users discovered the system, which Oxnard experienced. The following years display steady request increases between 7 to 30%, with an average over 9 years of 19%. Oxnard 311 growth appears to be close to following the same trend, as seen by the 21% overall increase in requests submitted between years four and five.

While impossible to predict the exact value of request increases for Oxnard 311, the City should be prepared for continuous growth. The related increase in workload will need to be met with a variety of solutions, including more efficient workflows, additional staff, and potentially increasing service level goals to account for additional work.

B. Changes to Technologically Improve the System

The new Tyler enterprise resource planning (ERP) system will have a significant impact on the Oxnard 311 system. Requests submitted through Oxnard 311 will automatically generate detailed work orders in the new ERP compared to the minimal request assignments currently created through Accela's PublicStuff platform. This will allow staff to collect more data related to resources used to complete requests. This in turn will allow City staff to gain new insights through data-rich analysis to better prepare for future workloads.

The new ERP system is anticipated to take multiple years to implement. As a temporary solution, the IT Department's GIS Division has created custom work order systems to assist staff in responding to high volume request types. One component of these custom work order systems is computer generated smart routing for vehicle efficiency when responding to requests throughout the City. This technology is still being refined and will ultimately save time and fuel while also reducing response time to requests.

C. Recent Technical Issue & Resolution

In late November, staff learned the 311 mobile app was experiencing technical issues. The app provider, Accela, identified the issue. To resolve it, Android users are to go into the device settings for the app and clear the app's storage/data, then relaunch the app and log back in. iOS users are to log out of the app and log back in; if this is unavailable, iOS users are to uninstall and reinstall the app from the App Store. After taking these steps, if anyone continues to have issues with the app, please visit www.oxnard.org/311 to submit a request via web browser.

To assess whether the technical issue is negatively impacting the community's ability to submit 311 requests, staff compared 311 request submittal volumes from a period prior to the issue to a period after the issue was reported. Both periods show similar request volumes by week and by day. There were a total of 571 requests from November 8-15, 2021, of which 74 were received on November 15 versus a total of 641 requests from January 3-10, 2022, of which 76 were received on January 10.

D. Analysis

In year 5, staff met the service level goals in 13 categories: abandoned vehicles, animal safety, assessment district, curb and gutter repair, graffiti, homeless encampment, overgrown landscape, sidewalk repair, street light out, street markings, street signs, tech support and questions, and trash and recycling services. In the first half of year six, staff met the service level goal in another four categories: illegal dumping, litter, traffic general issues, and traffic signal issues. Assuming a continuation of the same resources, staff will strive to continue on this path with these categories.

There are five request types for staff to focus on for improvements and continuing the successes of the first half of year six:

1. Regarding litter, based upon the first six months of year six, adjustments to the process have resulted in seeing improvement in this area. If the current trend remains consistent for the rest of year six, this area could see success in meeting the performance goal while addressing more total requests than last year. Public Works staff has also identified operation changes (e.g., sweeping operations, increase in service frequency, and adding trash can lids) as a means to reduce trash and subsequently calls for service. However, in the long term, additional dedicated staffing will be required for not just litter abatement, but all other maintenance requests handled by this team.
2. The general questions category was close to meeting the performance goal for year five and the first half of year six. Staff continue to focus on streamlining the reassignment of general questions to the appropriate staff. In addition, new staff have been added to the Oxnard 311 system to assist in completing the requests on time.
3. For potholes, the addition of staffing dedicated to repairing potholes in late 2021 should show positive results for the remainder of year six. Also, the recent purchase of two patch-trucks, which are specific pieces of equipment to increase the efficiency in pothole repairs, will provide a needed resource once they are received. The prioritization of resources that the City Council has dedicated to pavement repair projects, specifically alleyways, in the City's Capital Improvement Plan will ultimately reduce the reports for pothole repairs.

4. For water waste and leaks, funding has been identified to pay for contractors to assist in citywide irrigation repairs as an initial push to address the large backlog of deferred maintenance. Once contracts are in place, this will make a difference in addressing the requests. However, for long term success, an increase in staff is required to fully audit the irrigation systems in each park and ultimately to meet the performance goal. As such, Public Works will be requesting additional staff resources in the next budget cycle.
5. For traffic - general and signal issues - based upon the first six months of year six, adjustments to the process, increase in staffing, and contracting for services have resulted in seeing improvement in this area. If the current trend remains consistent for the rest of year six, this area will see success in meeting the performance goal while addressing more total requests than last year. These changes will be monitored to continue the success seen in the first six months of year six.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard.

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on January 11, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Mike Shaffer, IT Manager

ATTACHMENTS

1. 311 presentation



**PERFORMANCE
UPDATE FOR
SERVICE YEAR 5
& FIRST HALF OF
SERVICE YEAR 6
(5/1/20-10/31/21)**

Mike Shaffer, IT Manager – GIS
Helen Miller, Chief Information Officer

Launched



96,804



12,028



The logo for Oxnard 311 is a large, rounded rectangle. The top half is dark blue with the word "OXNARD" in a light blue serif font. The bottom half is a lighter blue with the number "311" in a large, light blue sans-serif font. Below the "311" are stylized horizontal bands of green, yellow, and orange, representing a landscape or water.

OXNARD

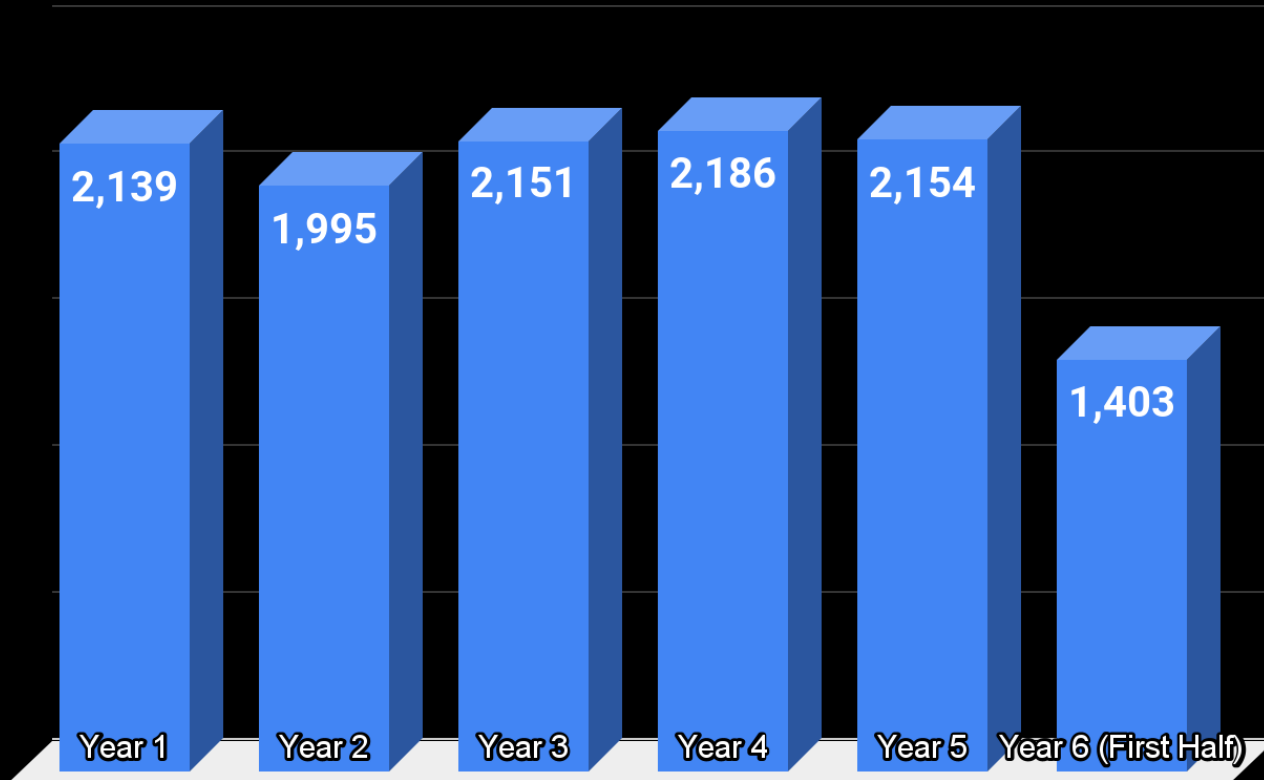
Continued Success

Streamlined Access to Services

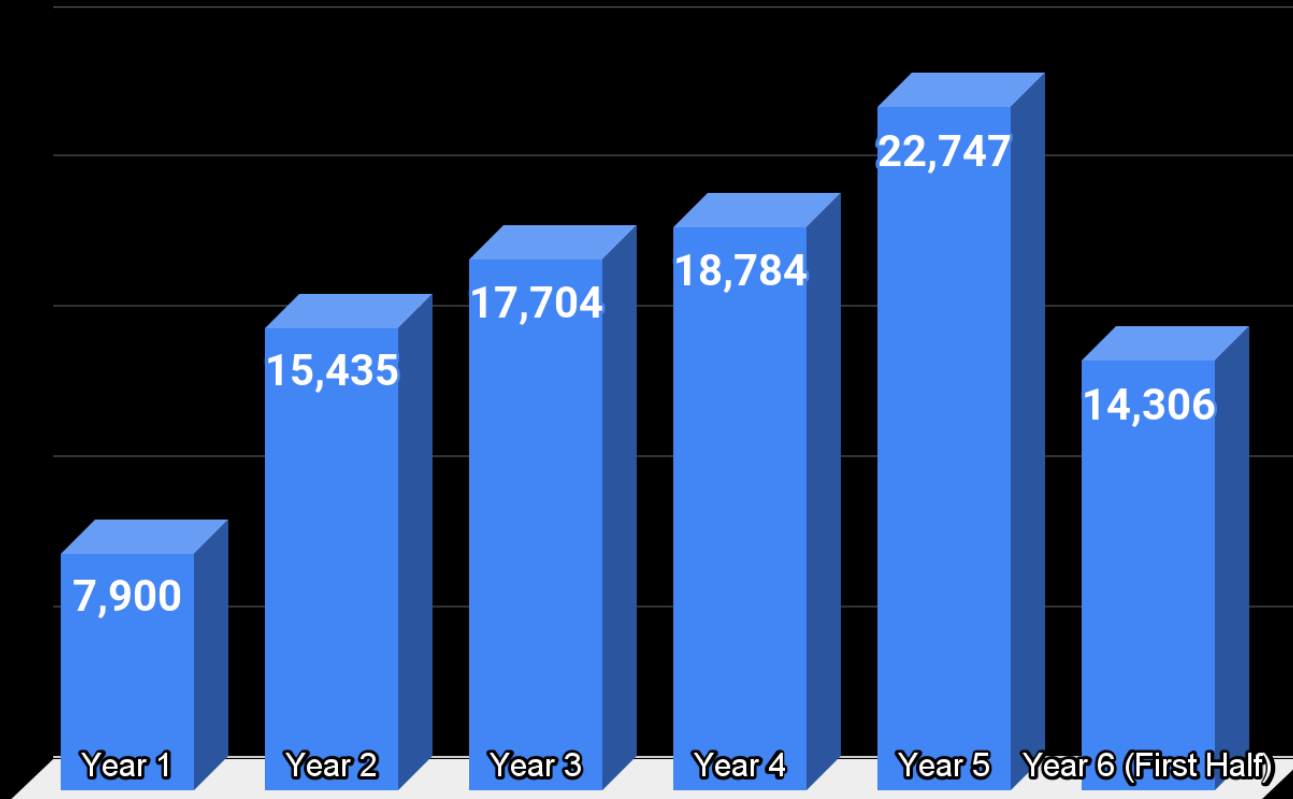
Increased Transparency

Increased Accountability

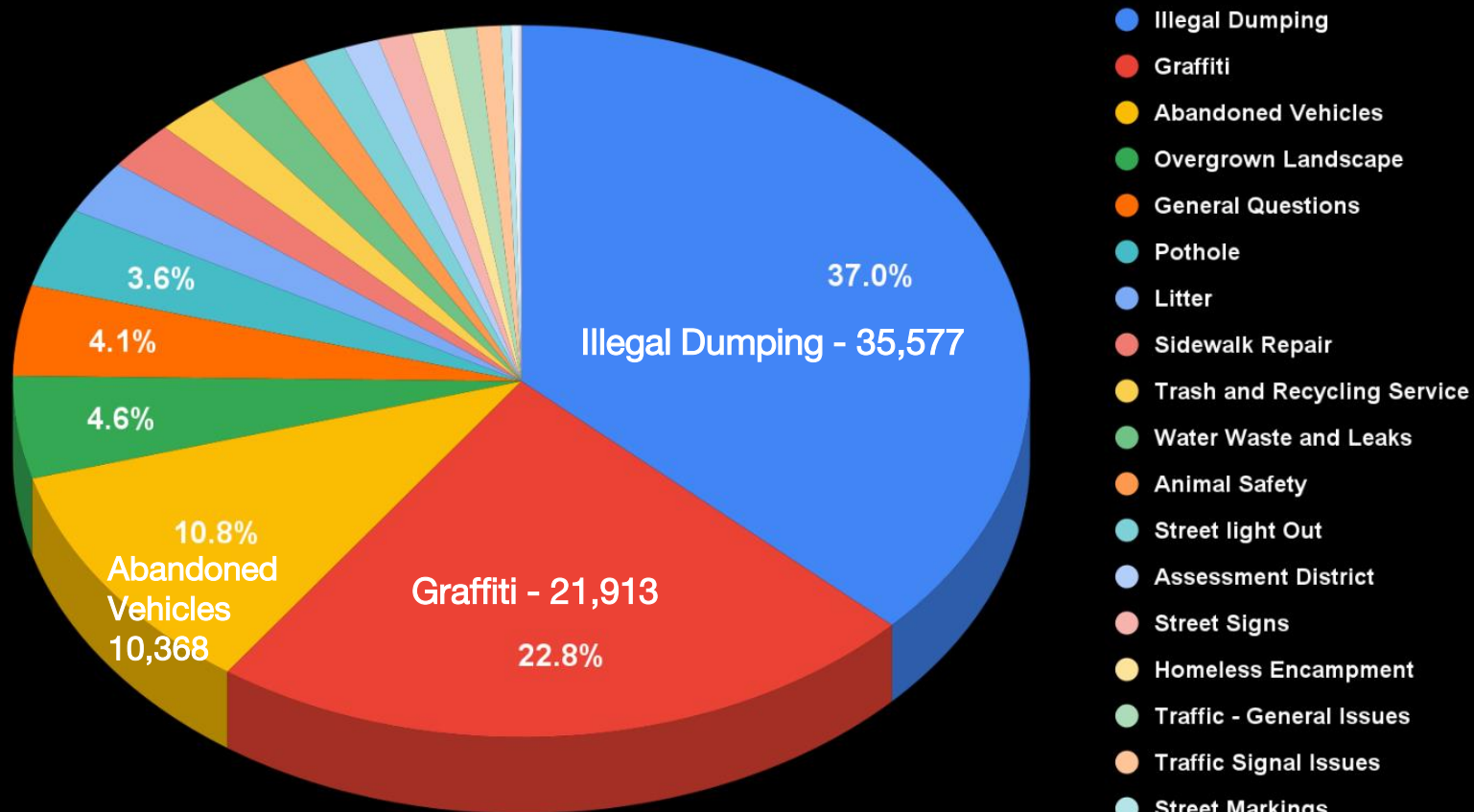
App Downloads



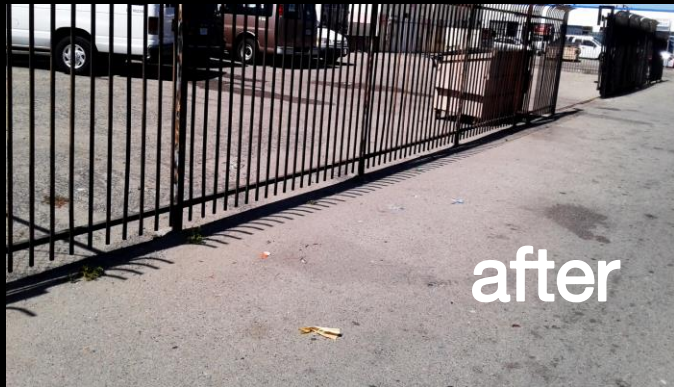
Requests Submitted



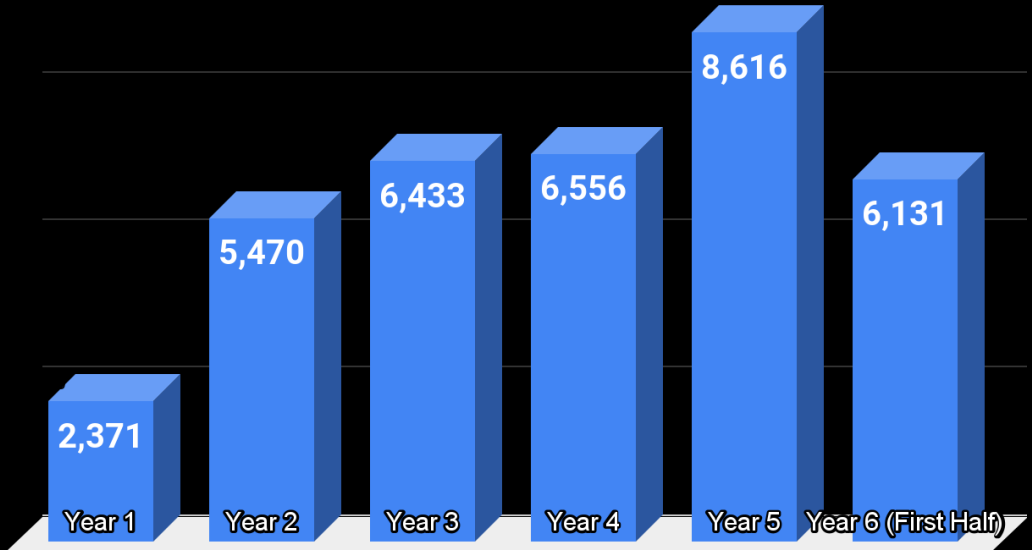
Requests Submitted



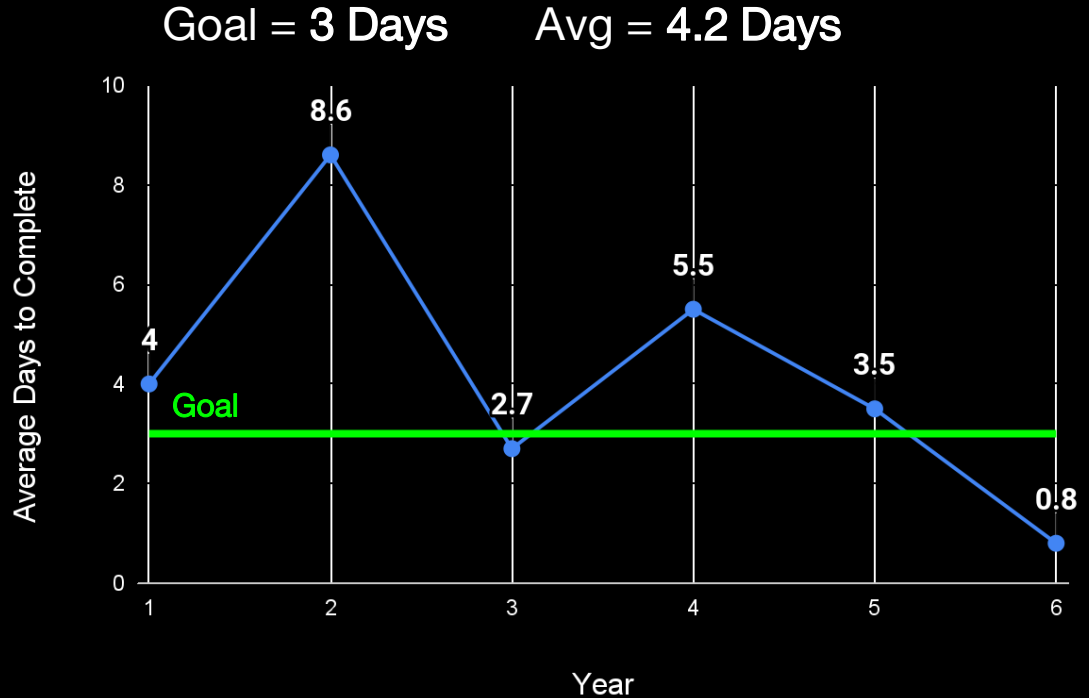
35,577 Illegal Dumping Requests



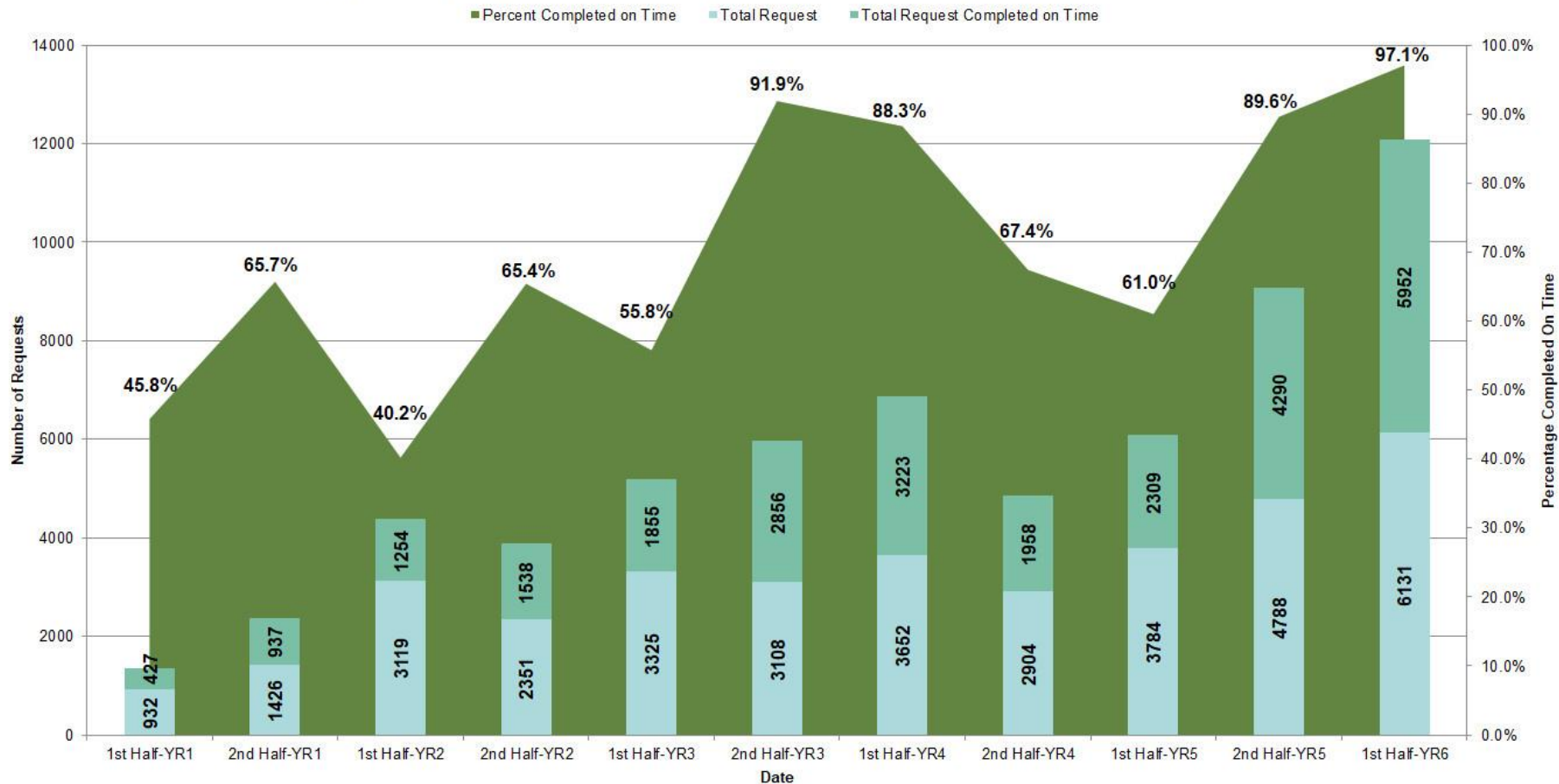
Number of Requests Per Year



35,577 Illegal Dumping Requests



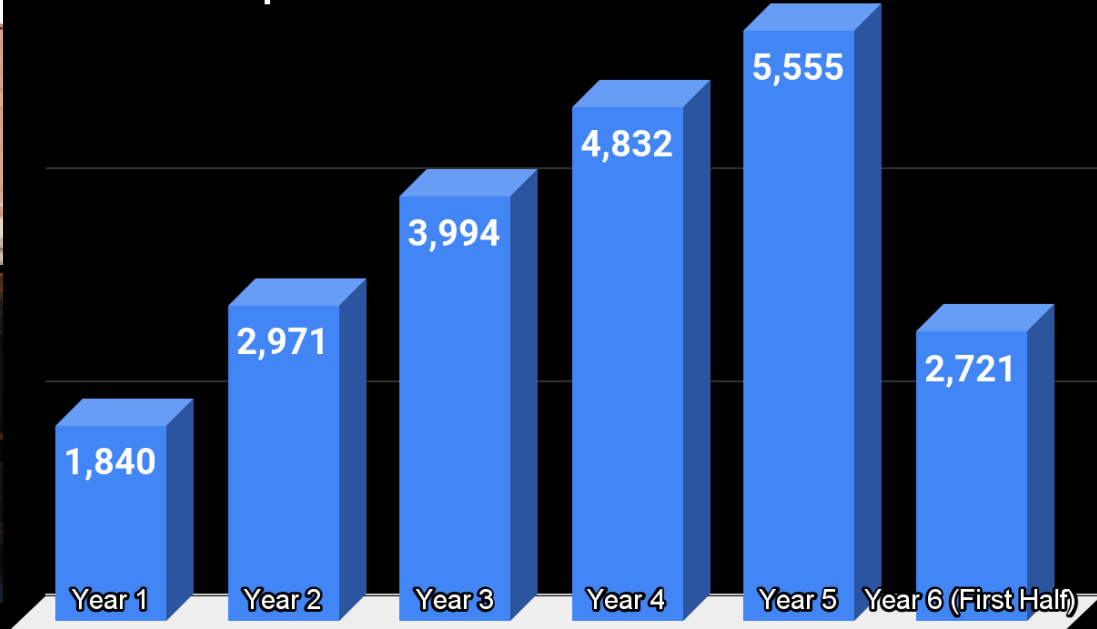
Illegal Dumping - 311 Total Requests and Percentage Completed On Time



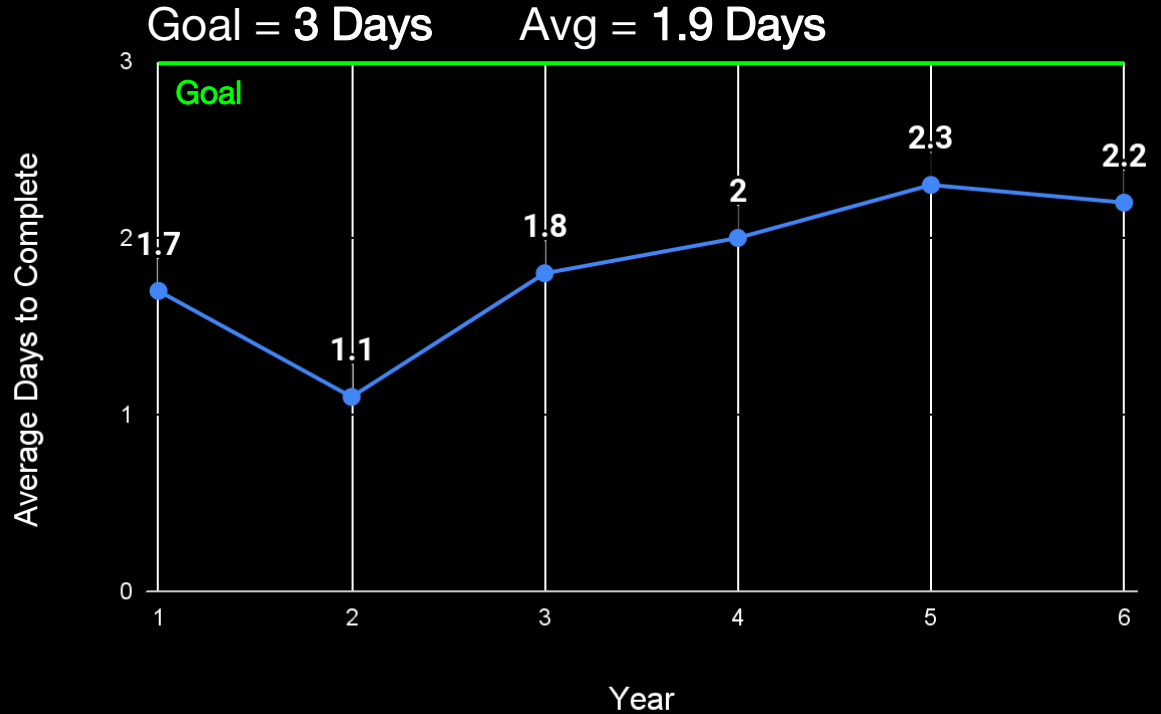
21,913 Graffiti Requests



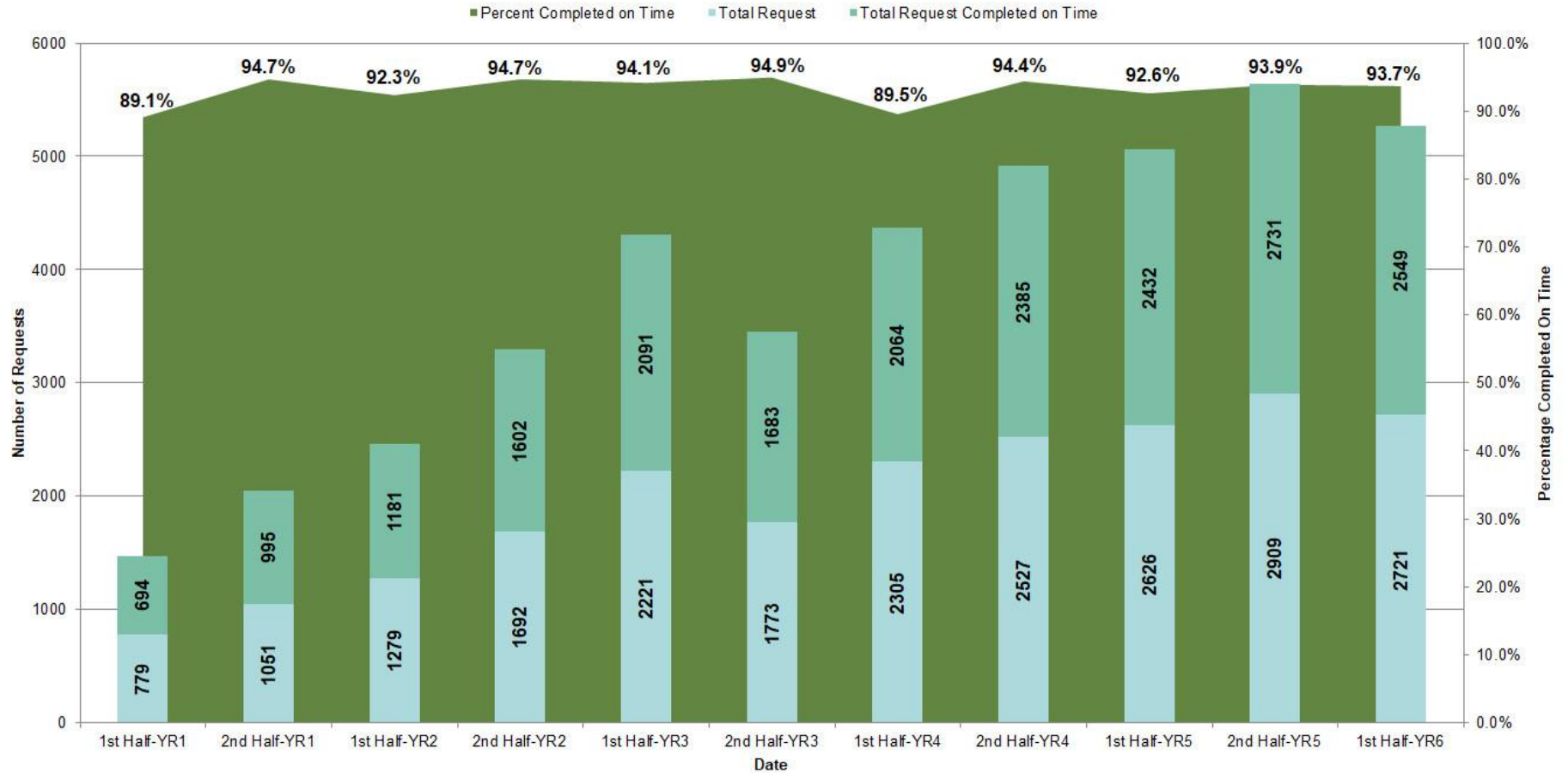
Number of Requests Per Year



21,913 Graffiti Requests



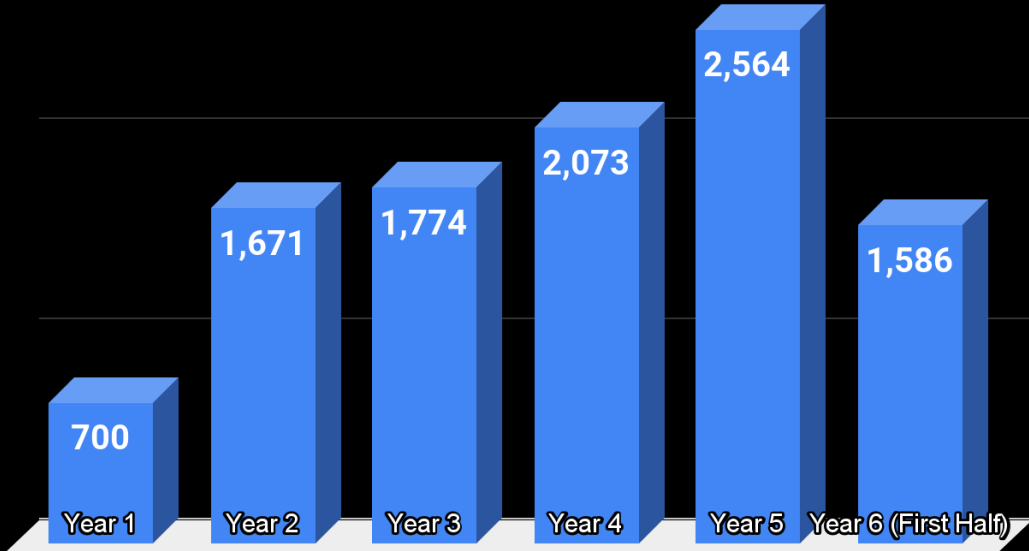
Graffiti - 311 Total Requests and Percentage Completed On Time



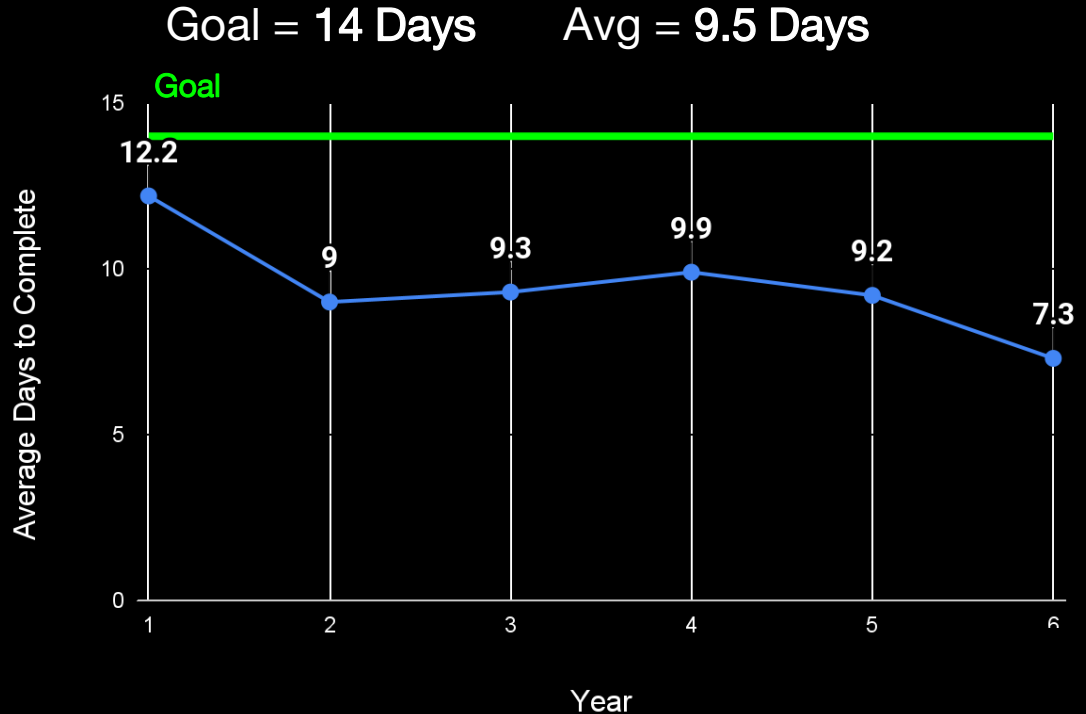
10,368 Abandoned Vehicle Requests



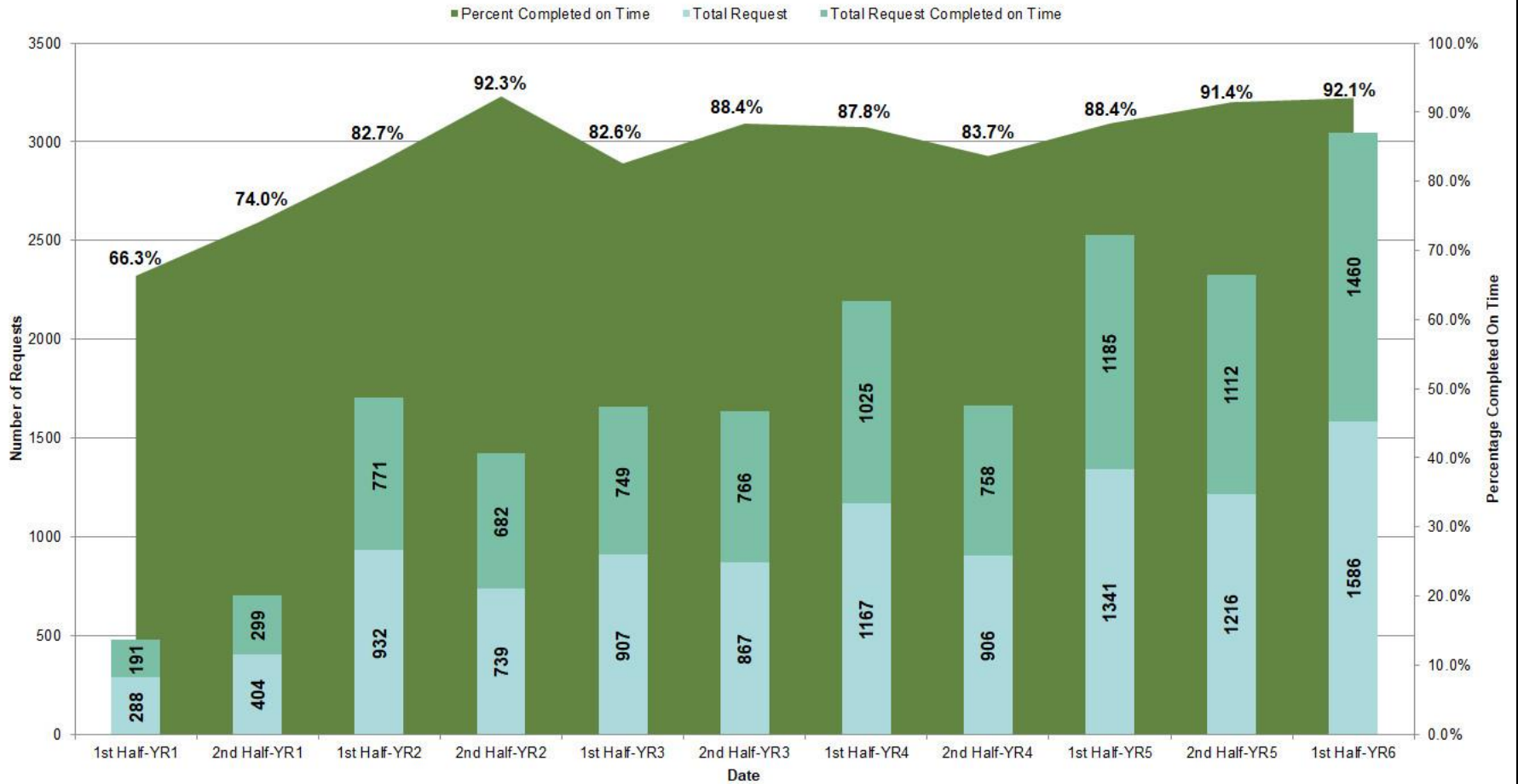
Number of Requests Per Year



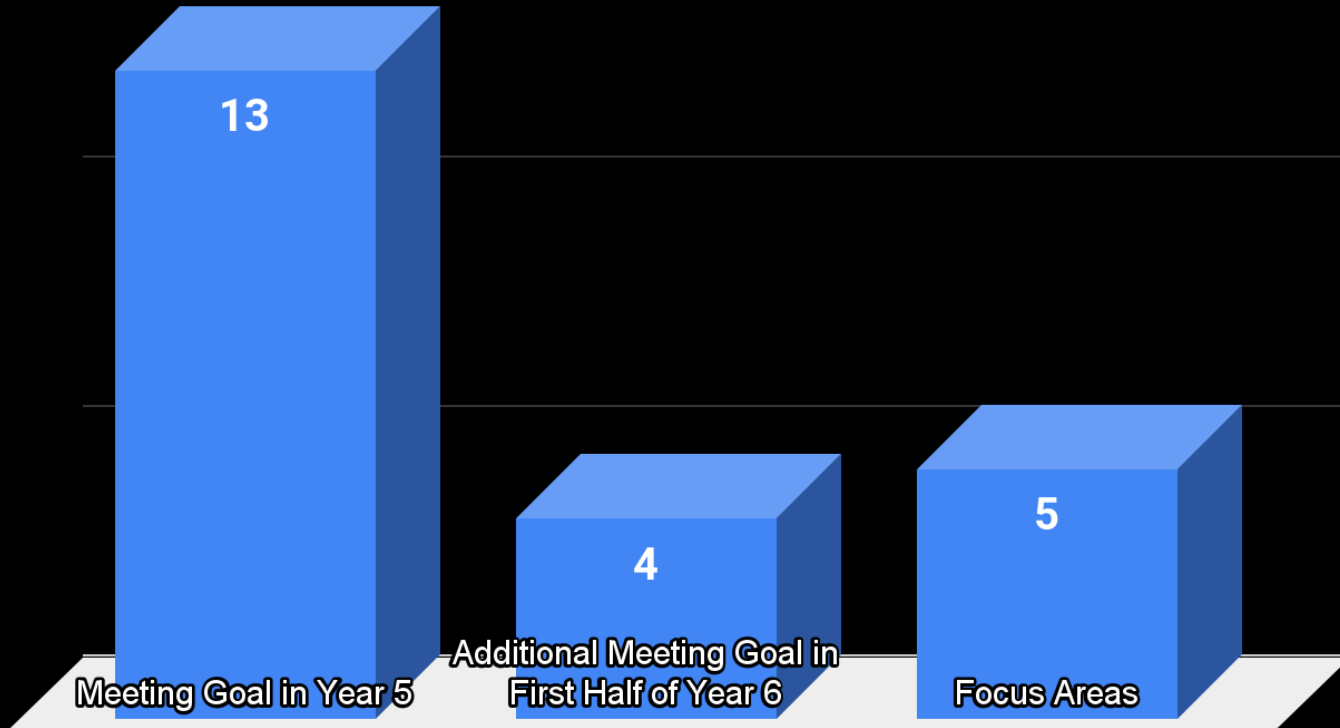
10,368 Abandoned Vehicle Requests



Abandoned Vehicle - 311 Total Requests and Percentage Completed On Time



Overall Service Category Performance



Focus Areas for Improvement and Continued Success

1. Litter - Parks management is requesting funding for additional staff to assist with these requests. Staff are also adding or increasing street sweeping services to parking lots and repairing trash cans to prevent trash from spilling.
2. General Questions - New staff members have been added to assist in completing these request types.
3. Potholes - Additional staff dedicated to pothole repairs were added in late 2021 along with the purchase of two “patch truck” vehicles. CIP pavement resurfacing projects will also reduce the number of pothole requests.



Focus Areas for Improvement and Continued Success

4. Water Waste and Leaks - Funding has been identified to pay for contractors to assist in citywide irrigation repair. An increase in staff is still required to meet the performance goal given the total number of parks in the City. Public Works will be requesting additional staff resources in the next budget cycle.

5. Traffic - General and Signal Issues - Additional staff and contracting services have been added to assist with this request type.



Recent Technical Issue & Resolution

Our app service provider, Accela, identified an issue preventing use of the Oxnard 311 app. To resolve:

- **Android Users:** Go into device settings for the app and clear the app's storage/data, then relaunch the app and log back in.
- **iOS Users:** Log out of the app and log back in; if this feature is still not accessible, uninstall and reinstall the app from the App Store.

If you continue to have issues with the app, please visit www.oxnard.org/311 to submit a request via your web browser



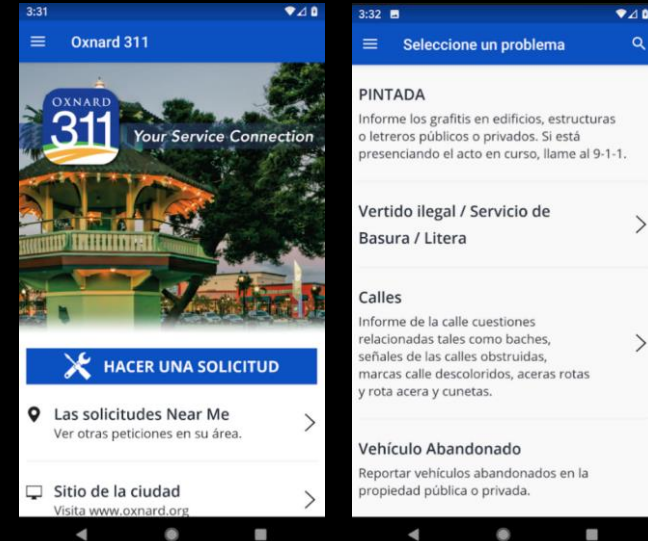
311 Mobile App - Multi Language Capability

17 Languages Available

- English, Spanish, Arabic, Chinese, French, German, Greek, Hindu, Italian, Japanese, Korean, Polish, Portuguese, Russian, Serbian, Spanish, Turkish, Vietnamese

Apple & Android phones & tablets

- User must change their device's preferred language setting
- 311 menu options with City website links require resident to manually select their preferred language; limited to City's public website language options
- 311 menu options with City entered static content; e.g. Public Persons, are not translated. City staff is researching remediation options with the vendor.



Questions?





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.3

DATE: February 1, 2022

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Designation of Fifty-Three Parcels as Surplus Lands. (0/10/5)

RECOMMENDATION

1. That the City Council adopt a resolution.
 - a. affirming the City Council's declaration of certain surplus lands described in Exhibit A to the Resolution;
 - b. authorizing the City Manager or designee to send notices of availability as to the surplus lands; and
 - c. authorizing the City Manager or designee to do all things which are deemed necessary or proper to effectuate the purposes of the Resolution, including but are not limited to, negotiating in good faith in accordance with the requirements of the Surplus Land Act.
2. That the Parking Authority adopt a resolution.
 - a. affirming the Parking Authority's declaration of certain surplus lands described in Exhibit A to the Resolution;
 - b. authorizing the City Manager or designee to send notices of availability as to the surplus lands; and
 - c. authorizing the City Manager or designee to do all things which are deemed necessary or proper to effectuate the purposes of the Resolution, including but are not limited to, negotiating in good faith in accordance with the requirements of the Surplus Land Act.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/IR7OBTgo4EQ>

BACKGROUND

INTRODUCTION

Last year, staff began a process to evaluate and prioritize the various city-owned parcels, with a focus on downtown sites. The City of Oxnard and related entities own over 700 parcels, many of which are used for agency use such as parks, firestations and other city buildings to serve the community. This will be the first report, which we intend to do annually, where staff will report on parcels we own, and in some cases request council authorization to designate specific parcels as "surplus land." The Surplus Land Act defines surplus land as land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use. This staff report identifies fifty-three parcels of real property owned by the City of Oxnard and related entities as "surplus land."

Assembly Bill 1486 (the “Law”) requires a local agency to annually report on surplus land held by the local agency. The intent of this legislation was, among other things, to improve the process for providing notice of surplus land to facilitate the development of affordable housing around the State. The Law requires that any land “not necessary for the agency’s use” be declared surplus prior to disposition of the land. “Agency’s use” is defined in the Law as land that is used or planned to be used for the agency’s work or operations. As defined in the Law, “agency use” expressly excludes commercial or industrial uses, such as non-government retail, entertainment, or office development. If an agency disposes of land to finance such a project or activity, that disposition must go through the surplus land process under the Law. This report includes a list of properties owned by the City, and by the Parking Authority (collectively “Local Agencies”) that staff recommends be designated as surplus land.

SURPLUS LAND PROCESS

Notice of Availability

The Local Agencies must undergo the following two-part process for all properties that have been declared surplus. First, the Local Agencies will contact the California Department of Housing and Community Development (“HCD”) to obtain a list of all Housing Sponsors who have expressed an interest to HCD in developing affordable housing. Housing sponsors, as defined by Health and Safety Code section 50074, are those developers that have completed the California Housing and Finance Agency’s (CAL HFA) Self Certification as a Housing Sponsor form. The Local Agencies would then need to prepare and send a notice of availability for the relevant “surplus land” to the Housing Sponsors on HCD’s list, other public agencies, and HCD prior to any solicitation or negotiation with other developers or interested parties.

As part of the proposed action, staff seeks authorization for the City Manager or designee to send written notices of availability to appropriate public agencies and prospective Housing Sponsors and enter into good faith negotiations with any interested parties that respond to the notice within the established time frame. Recipients of the notice will have sixty days to indicate their interest in the purchase of the surplus land. If a recipient timely expresses interest in the purchase, the subject Local Agency must enter into good faith negotiations for a period of not less than ninety days. Although the City is prohibited from negotiating certain terms (such as preventing residential use, reducing density, or imposing design requirements making affordable housing not viable), the City would not be required to approve any discretionary entitlements. The Local Agencies are also not required to sell the land to the interested party. If more than one of the entities expresses an interest, then priority must go to the project with the most affordability. If terms are not agreed upon between the interested party and the Local Agency within this ninety-day period of good faith negotiations, the Local Agency may negotiate with any other developers or interested parties for the disposition of the surplus land. Staff will return to the City Council and/or Parking Authority to request authorization to execute a negotiated disposition agreement with an interested party and submit required documentation to HCD, as described later in this report, prior to the disposition of a surplus site.

The Law expresses a preference for residential uses and particularly affordable housing. With certain exceptions, the Local Agencies cannot disallow a residential site as a condition of disposal of property. Additionally, if the surplus property is sold to an entity intending to develop ten or more residential units, at least fifteen percent of the property must be restricted as affordable units. No consideration is made in the Law regarding the existing general plan or zoning limits, nor does the Law supersede local land use control.

Notice to HCD

Prior to any disposition of property, the Local Agencies are required to submit to HCD a form describing the actions taken, including sending notices of availability and any negotiations conducted. If the private project includes ten or more housing units, then affordable housing restrictions must also be submitted for review. HCD should respond to the Local Agencies within thirty days of receiving the notice. During this period, HCD will inform the Local Agencies of any perceived failure to comply with the surplus land process. If HCD does not respond within thirty days, then the Local Agencies would be deemed to comply.

Remedial Action

If HCD informs the Local Agencies of any perceived failure to comply with the surplus land process, then the Local

Agencies must resolve the issue. If the Local Agencies disposes of the property in violation of the Law, then it will be required to pay as a penalty thirty percent of the sales price into an affordable housing fund and rising to fifty percent for every subsequent violation.

Disposal of Property

Finally, the Local Agencies may dispose of the property to the entity per the negotiated agreement.

Annual Report

The Law requires the City of Oxnard to report on the list of surplus lands annually, which is due April 1 of each year.

PROPOSED SURPLUS LAND (NEW DECLARATION)

Oxnard Surplus Land, included as an attachment to this staff report, describes property owned by the Local Agencies that staff recommends be designated as surplus land. In total there are fifty-three parcels included on this list. However, staff will only issue a Notice of Availability on 27 of the 53 parcels in 2022 to allow staff to focus on negotiations for the first 27 parcels. Notices of Availability for the remaining 26 parcels are not anticipated until 2023 at the earliest.

Upon receiving authorization from the governing board of the Local Agency to issue Notices of Availability for the properties recommended to be designated as surplus land, staff intends to coordinate with the City Manager's office and begin issuing notices of availability for the following twenty-seven parcels included in the list of Oxnard Surplus Land:

1. The properties described as "Plaza Park North," inclusive of nine parcels owned by the Oxnard Parking Authority and six parcels owned by the City which includes the former Social Security Building located at 425 S. B Street in Downtown Oxnard.
2. The properties described as "Plaza Park East," inclusive of four parcels owned by the Oxnard Parking Authority and five parcels owned by the City in Downtown Oxnard.
3. The property described as "Petting Zoo," inclusive of one parcel owned by the City of Oxnard located in Downtown Oxnard.
4. The property described as "Former Gull's Wing Museum" inclusive of one parcel owned by the City of Oxnard located at 418 W. 4th Street in Downtown Oxnard.
5. The property described as "Riverpark," inclusive of one parcel owned by the City located within the City's River Park Specific Plan Area. As part of the notice released to interested parties, the City will require interested parties to agree to grant the City an easement to access adjacent property owned by the City.

The remaining 26 parcels are part of two separate projects, including the "Oxnard Transit Center Fourth and Oxnard Boulevard" and "Plaza Park South & Laundromat."

Environmental Analysis

The proposed action will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment. This action, therefore, does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code §21065, CEQA Guidelines §§15060(c), (2)(3); 15061(b)(3); 15064(d)(3); 15378(a).)

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, inviting new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There are no immediate financial impacts relative to the recommended action. Some minimal direct costs will be incurred due to notices that must be mailed to the State, other agencies, and registered developers notifying them of the Local Agencies' surplus property list. The City of Oxnard will be responsible for paying for these and any related costs. The following account: 101-4101-804-8209 will be used to pay for these expenditures. Staff may return to the governing board of the Local Agencies to seek authorization for additional expenditures associated with any future negotiations and disposition agreements with interested parties that may follow after the initial sixty-day notice period.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee recommends approval (2-1).

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Oxnard List of Surplus Land
2. Presentation
3. City Council Resolution
4. Parking Authority Resolution
5. Surplus Land Act Guidelines

OXNARD SURPLUS LAND

December 2021

OXNARD TRANSIT CENTER FOURTH STREET & OXNARD BLVD



CURRENT USE
PARKING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
201021138	Address Not Assigned	.413	City	Downtown	Downtown Core
201016012	400 South Oxnard Boulevard	.14	City	Downtown	Downtown Core
201016013	Address Not Assigned	.169	City	Downtown	Downtown Core
201016011	127 Enterprise Street	.18	City	Downtown	Downtown Core
201016010	135 Enterprise Street	.126	City	Downtown	Downtown Core
201016009	147 Enterprise Street	.101	City	Downtown	Downtown Core

OXNARD TRANSIT CENTER FOURTH STREET & OXNARD BLVD



CURRENT USE
PARKING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
201016008	151 Enterprise Street	.094	City	Downtown	Downtown Core
201016007	157 Enterprise Street	.018	City	Downtown	Downtown Core
201021130	136 Enterprise Street	.22	City	Downtown	Downtown Core
201021104	Address Not Assigned	.07	City	Downtown	Downtown Core
201021136	Address Not Assigned	.092	City	Downtown	Downtown Core
201021122	Address Not Assigned	.05	City	Downtown	Downtown Core

OXNARD TRANSIT CENTER FOURTH STREET & OXNARD BLVD



CURRENT USE
PARKING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
201021123	Address Not Assigned	.05	City	Downtown	Downtown Core
201021115	135 East Fifth Street	.05	City	Downtown	Downtown Core
201021114	Address Not Assigned	.05	City	Downtown	Downtown Core
201021113	Address Not Assigned	.05	City	Downtown	Downtown Core
201021112	159 East Fifth Street	.10	City	Downtown	Downtown Core
201021111	Address Not Assigned	.04	City	Downtown	Downtown Core

PLAZA PARK NORTH



CURRENT USE
PARKING AND VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010121	Address Not Assigned	.32	Parking Authority	Downtown	Downtown Core
202010123	Address Not Assigned	.05	Parking Authority	Downtown	Downtown Core
202010120	Address Not Assigned	.05	City	Downtown	Downtown Core
202010122	Address Not Assigned	.009	City	Downtown	Downtown Core
202010143	Address Not Assigned	.01	City	Downtown	Downtown Core
202010137	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core

PLAZA PARK NORTH



CURRENT USE
PARKING AND VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010135	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010133	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010131	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010129	Address Not Assigned	.04	Parking Authority	Downtown	Downtown Core
202010127	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core

PLAZA PARK NORTH



CURRENT USE
PARKING AND VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010125	Address Not Assigned	.01	Parking Authority	Downtown	Downtown Core
202010136	Address Not Assigned	.007	City	Downtown	Downtown Core
202010140	Address Not Assigned	.02	City	Downtown	Downtown Core
202010141	425 South B Street	.33	City	Downtown	Downtown Core

PLAZA PARK EAST



CURRENT USE PARKING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010524	Address Not Assigned	.22	Parking Authority	Downtown	Downtown Core
202010522	Address Not Assigned	.07	Parking Authority	Downtown	Downtown Core
202010520	Address Not Assigned	.07	Parking Authority	Downtown	Downtown Core
202010512	538 South B Street	.08	City	Downtown	Downtown Core
202010518	Address Not Assigned	.44	Parking Authority	Downtown	Downtown Core
202010523	Address Not Assigned	.02	City	Downtown	Downtown Core

PLAZA PARK EAST



CURRENT USE PARKING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010521	Address Not Assigned	.0068	City	Downtown	Downtown Core
202010519	Address Not Assigned	.0068	City	Downtown	Downtown Core
202010517	Address Not Assigned	.04	City	Downtown	Downtown Core

PLAZA PARK SOUTH & LAUNDROMAT



CURRENT USE
PARKING AND VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010311	Address Not Assigned	.02	City	Downtown	Downtown Core
202010302	Address Not Assigned	.12	Parking Authority	Downtown	Downtown Core
202010318	Address Not Assigned	.06	Parking Authority	Downtown	Downtown Core
202010322	Address Not Assigned	.01	City	Downtown	Downtown Core
202010321	318 West Fifth Street	.10	City	Downtown	Downtown Core
202010320	Address Not Assigned	.08	Parking Authority	Downtown	Downtown General

PLAZA PARK SOUTH & LAUNDROMAT



CURRENT USE
PARKING AND VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010314	Address Not Assigned	.11	Parking Authority	Downtown	Downtown General
202010313	321 West Sixth Street	.06	City	Downtown	Downtown General

PETTING ZOO



CURRENT USE
VACANT LAND

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202010440	Address Not Assigned	.18	City	Downtown	Downtown Core

FORMER GULL’S WING MUSEUM



CURRENT USE
VACANT BUILDING

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
202008519	418 West Fourth Street	.18	City	Downtown	Downtown Core

RIVER PARK



CURRENT USE
VACANT LAND

PARCEL NUMBER	ADDRESS	SIZE (ACRES)	Owner	GENERAL PLAN DESIGNATION	ZONING
132003301	Address Not Assigned	1.40	City	COMMERCIAL REGIONAL	RIVERPARK SPECIFIC PLAN

Surplus Land

Emilio Ramirez
Housing Director
City Council
February 1, 2022

Introduction

1. Assembly Bill (“AB 1486” or the “Law”) requires a local agency to annually report on surplus lands held by the local agency in an Annual Report, this report is due annually on April 1st. The Law requires that any land “not necessary for the agency’s use” be declared surplus prior to disposition of the land.
2. “Agency Use” excludes commercial or industrial uses, such as non-government retail, entertainment, or office development. If an agency disposes of land to finance such a project or activity, that disposition must go through the surplus land process under the Law.
3. As part of the surplus land act process, a local agency must first make property declared as surplus available to affordable housing developers (Housing Sponsors) interested in developing affordable housing and other public agencies who have registered with the California Department of Housing and Community Development (“HCD”) as “interested parties” prior to making them available for purchase or lease by other parties.

Introduction -Continued

4. This report includes a list of properties owned by the City, and by the Parking Authority (collectively, “Local Agencies”) that staff recommends be designated as surplus land. In some cases, other property owned by the Local Agencies is still being evaluated by staff to determine whether or not it is necessary for the Local Agency's use. Those properties have not been included in this report.

Surplus Land Process

Once the properties recommended by staff are declared as surplus via resolution from the Local Agency's governing body, the following steps must be taken by the City to comply with the Surplus Land Act:

1. The Local Agencies must obtain a list of "interested parties" from HCD that have expressed interest in developing affordable housing and send those parties a "Notice of Availability."
2. Recipients of the notice have 60 days to indicate their interest in the purchase of the surplus land. If a recipient timely expresses interest in the purchase, the Local Agencies must enter into good faith negotiations for a period of not less than 90 days. However, the Local Agencies are not required to sell the property to any interested party and the City is not required to approve any discretionary entitlements.
3. If terms are not agreed upon between the interested party and the Local Agencies within the 90-day period of good faith negotiations, the Local Agencies may negotiate with any other developers or interested parties for the disposition of the surplus land.
4. If the any surplus property is sold to an entity intending to develop 10 or more residential units, at least 15 percent must be restricted as affordable units.

Surplus Land Process

5. Before the Local Agency moves forward with disposition of a surplus property to an “interested party” the Local Agency is required to submit a form to HCD describing the Local Agency’s compliance with the Surplus Land Act requirements, including applicable affordable housing restrictions. HCD has 30 days to respond to confirm the Local Agency’s compliance with Surplus Land Act requirements or to inform the Local Agency of any perceived failure to comply.
6. Upon receiving HCD approval the Local Agency may dispose of the property per the negotiated agreement.
7. If the Local Agency disposes of a property in violation of the Surplus Land Act, the Local Agency is required to pay a penalty of 30% of the sales price into an affordable housing fund, rising to 50% for every subsequent violation.
8. As part of the recommended action under this staff report, staff seeks authorization for the City Manager or designee to send out written notices of availability to appropriate public agencies and prospective affordable housing developers, and enter into good faith negotiations with any interested parties that respond to the notice within the established time frame.

Surplus Land Process

9. City staff will return to the governing body of the local agency to request authorization to execute a negotiated disposition agreement with an interested party and submit required documentation to HCD, prior to disposition of a surplus site to an interested party.

Proposed Surplus Land Declaration

- A. A list of all properties recommended by staff to be declared as Surplus Land is included as attachment to the staff report. The list includes fifty-three (53) parcels, all of which are located in Downtown Oxnard, except for two parcels, which are located within the River Park Specific Plan area.

- B. Upon receiving authorization from the governing board of the Local Agency to issue Notices of Availability, staff will begin issuing notices for the twenty-seven (27) parcels described in the next slide. Notices of Availability for the remaining twenty-six (26) properties recommended to be declared surplus will be sent out at a later date.

Proposed Surplus Land Declaration

Notices of Availability will be sent to interested parties for the properties described in the Oxnard List of Surplus Land as:

1. “Plaza Park North,” inclusive of nine (9) parcels owned by the Oxnard Parking Authority and six (6) parcels owned by the City, which includes the former Social Security Building located at 425 S. B Street in Downtown Oxnard.
2. “Plaza Park East,” inclusive of four (4) parcels owned by the Oxnard Parking Authority and five (5) parcels owned by the City in Downtown Oxnard.
3. “Petting Zoo,” inclusive of one (1) parcel owned by the City of Oxnard located at 431 S. A Street in Downtown Oxnard.
4. “Former Gull’s Wing Museum” inclusive of one (1) parcel owned by the City of Oxnard located at 418 W. 4th Street in Downtown Oxnard.
5. “River Park,” inclusive of one (1) parcel owned by the City located within the City’s River Park Specific Plan Area. As part of the notice released to interested parties, the City will require interested parties to agree to grant the City an easement to access adjacent property owned by the City.

Proposed Surplus Land Declaration

The remaining 26 parcels are part of two separate projects, including the “Oxnard Transit Center Fourth and Oxnard Boulevard” and “Plaza Park South & Laundromat.”

Plaza Park North



Plaza Park East



Petting Zoo



Former Gull Wing Museum



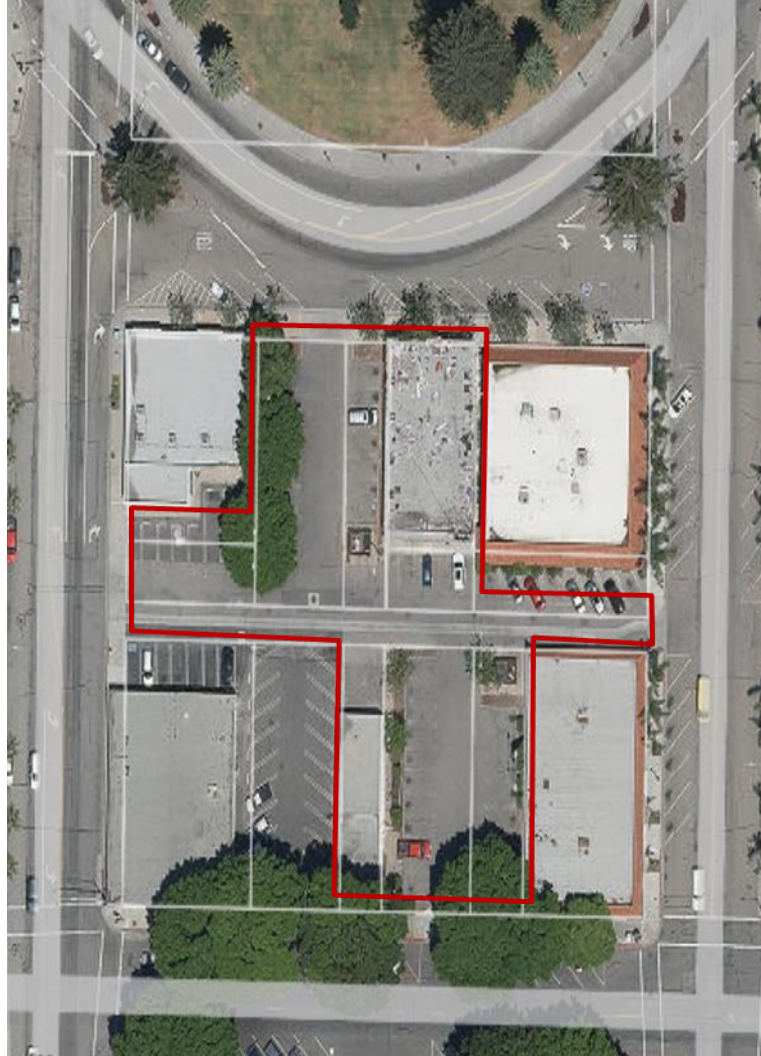
River Park



Oxnard Transit Center



Plaza Park South and Laundromat



Recommendation

Staff recommends that:

1. City Council adopt a resolution (i) affirming the City Council's declaration of certain surplus lands described in Exhibit A to the Resolution in light of Assembly Bill 1486 as surplus property, (ii) authorizing the City Manager or designee to send notices of availability as to the surplus lands, and (iii) authorizing the City Manager or designee to do all things which are deemed necessary to carry out the purposes of the Resolution, including but are not limited to, negotiating in good faith in accordance with the requirements of the Surplus Land Act.
2. Parking Authority adopt a resolution (i) affirming the Parking Authority's declaration of certain surplus lands described in Exhibit A to the Resolution in light of Assembly Bill 1486 as surplus property, (ii) authorizing the City Manager or designee to send notices of availability as to the surplus lands, and (iii) authorizing the City Manager or designee to do all things which are deemed necessary to carry out the purposes of the Resolution, including but are not limited to, negotiating in good faith in accordance with the requirements of the Surplus Land Act.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING
CERTAIN CITY-OWNED REAL PROPERTIES TO BE SURPLUS PURSUANT TO
GOVERNMENT CODE SECTION 54220, ET SEQ.

WHEREAS, the Surplus Property Land Act, Government Code Section 54220, et seq., defines surplus property as land owned by any local agency that is not necessary for the agency's use; and

WHEREAS, staff has completed a review of City-owned property and has identified certain sites that may not be necessary for the City's use as defined in state law; and

WHEREAS, the passage of this resolution will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment; this action, therefore, does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code §21065, CEQA Guidelines §§15060(c), (2)(3);15061(b)(3);15064(d)(3); 15378(a)).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. Those certain City-owned properties, and any rights, title, and interest therein, listed in Exhibit A, and referenced as "Owner"- "City", of this resolution are declared surplus pursuant to Government Code Section 54220 et seq.

SECTION 2. The City Manager or designee is authorized to prepare and send all notices required by state law related to the declaration of the above-identified surplus property including, without limitation, notices of availability of the surplus property as provided for by state law.

SECTION 3. The City Manager or designee is authorized to do all things which are deemed necessary or proper to effectuate the purposes of this Resolution. Such actions include, but are not limited to, negotiating in good faith in accordance with the requirements of the Surplus Land Act.

SECTION 4. The passage of this resolution will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment; this action, therefore, does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code §21065, CEQA Guidelines §§15060(c), (2)(3); 15061(b)(3); 15064(d)(3); 15378(a)).

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

A RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF OXNARD
DECLARING CERTAIN PARKING AUTHORITY-OWNED REAL PROPERTIES TO BE
SURPLUS PURSUANT TO GOVERNMENT CODE SECTION 54220, ET SEQ.

WHEREAS, the Surplus Property Land Act, Government Code Section 54220, et seq., defines surplus property as land owned by any local agency that is not necessary for the agency's use; and

WHEREAS, staff has completed a review of Parking Authority-owned property and has identified certain sites that may not be necessary for the Parking Authority's use as defined in state law; and

WHEREAS, the passage of this resolution will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment; this action, therefore, does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code §21065, CEQA Guidelines §§15060(c), (2)(3); 15061(b)(3); 15064(d)(3); 15378(a)).

NOW, THEREFORE, BE IT RESOLVED BY THE PARKING AUTHORITY OF THE CITY OF OXNARD:

SECTION 1. Those certain Parking Authority-owned properties, and any rights, title, and interest therein, listed in Exhibit A, and referenced as "Owner"- "Parking Authority", of this resolution are declared surplus pursuant to Government Code Section 54220 et seq.

SECTION 2. The City Manager or designee is authorized to prepare and send all notices required by state law related to the declaration of the above-identified surplus property including, without limitation, notices of availability of the surplus property as provided for by state law.

SECTION 3. The City Manager or designee is authorized to do all things which are deemed necessary or proper to effectuate the purposes of this Resolution. Such actions include, but are not limited to, negotiating in good faith in accordance with the requirements of the Surplus Land Act.

SECTION 4. The passage of this resolution will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment; this action, therefore, does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and it is exempt from CEQA. (Pub. Res. Code §21065, CEQA Guidelines §§15060(c), (2)(3); 15061(b)(3); 15064(d)(3); 15378(a)).

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

Surplus Land Act Guidelines

FINAL



**Gavin Newsom, Governor
State of California**

**Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
California Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
916-263-7400

April 2021

Contents

ARTICLE I. PROGRAM OVERVIEW	4
Section 101. Guidelines.....	4
Section 102. Definitions.....	5
Section 103. Exemptions.....	10
ARTICLE II. SURPLUS LAND.....	13
Section 200. Surplus Land Determination Process	13
Section 201. Notice of Availability	13
Section 202. Disposal of Surplus Land for Affordable Housing	14
Section 203. Bidding Requirements for Exempt Surplus Land for Affordable Housing.....	21
ARTICLE III. REQUIREMENTS TO BE PLACED ON SURPLUS LAND FOR AFFORDABLE HOUSING	21
Section 300. Requirements When an Entity Proposes to use the Surplus Land for Developing Affordable Housing.....	21
ARTICLE IV. REPORTING REQUIREMENTS.....	22
Section 400. Local Agency Reporting Requirements	22
ARTICLE V. PERFORMANCE MONITORING AND PENALTIES.....	24
Section 500. HCD Monitoring, Recording, and Reporting.....	24
Section 501. Penalties.....	25
Section 502. Private Enforcement	27

OVERVIEW

Article I summarizes the purpose and scope of the Surplus Land Act (SLA) by identifying the objectives of the Guidelines and defining key terms within the law. This section also defines lands exempt from the provisions of the SLA.

Article II describes the mechanisms for identifying and disposing of surplus lands. This Article also describes requirements for developments built upon disposed surplus land, surplus land in which no sale took place under the auspices of the SLA, and requirements for affordable housing on surplus land that is developed at a later date.

Article III identifies the affordable housing requirements for developments built upon disposed surplus land.

Article IV summarizes the notification, recording, and reporting requirements to the California Department of Housing and Community Development (HCD) under the SLA.

Article V explains HCD's obligations to monitor local agency compliance with the SLA and identifies the escalating penalties associated with noncompliance.

ARTICLE I. PROGRAM OVERVIEW

Assembly Bill (AB) 1486 (Statutes of 2019, Chapter 664) and AB 1255 (Statutes of 2019, Chapter 661) made changes to the SLA found in **Government Code, Title 5, Division 2, Part 1, Chapter 5, Article 8. Surplus Land**. Generally, the purpose of the amendments is to promote affordable housing development on unused or underutilized public land throughout the state to respond to the existing affordable housing crisis. The amendments to the SLA adopted with AB 1486 and AB 1255 clarify and strengthen reporting and enforcement provisions of the SLA to promote increased compliance with the SLA.

AB 1486 took effect January 1, 2020.

As of that date, HCD began reviewing notices that local agencies are required to send by email or certified mail pursuant to Government Code Section 54222(a)(1) and examining complaints and other information received or requested to confirm compliance with the SLA pursuant to Government Code Section 65585.1. As of that date, HCD also began collecting (in Table G of the Housing Element Annual Progress Report (APR)) information on jurisdiction- owned sites identified in the housing element sites inventory, and subsequently disposed of by the jurisdiction.

As of January 1, 2021, HCD was required to begin implementing Government Code Section 54230.5, including, but not limited to, adopting these Guidelines; reviewing each local agency's description of the notices of availability sent, negotiations conducted with any responding entities, and copies of any restrictions to be recorded against the property pursuant to Government Code Sections 54233 or 54233.5; submitting written findings to local agencies; and, if necessary, assessing penalties, in conjunction with the Attorney General, to local agencies that dispose of surplus property in violation of the SLA.

Note: Authority cited: Government Code Section 54230, subdivision (c), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Code Section 54222, Section 54230, Section 54230.5(b)(2)(A), Section 54233, Section 54233, Section 54233.5, Section 65585.1.

Section 101. Guidelines

- (a) These SLA Guidelines (hereinafter "Guidelines") implement, interpret, and make specific the text of the SLA. The forms linked in the Appendices of these Guidelines may be updated from time to time upon approval by the Director of HCD or the Director's designee.
- (b) These Guidelines establish and revise terms, conditions, forms, and procedures for the proper identification and disposition of various types of surplus land, as well as provide detail on expectations and sanctions related to SLA compliance. Major actors and their responsibilities include:
 - (1) Local agencies:
 - A) Provide notices of availability of surplus land for lease or purchase to local public entities and housing sponsors as required by Government Code Section 54222 on the form provided in Appendix A;

- B) Where applicable, receive notices of interest from entities desiring to purchase or lease surplus land and negotiate with entities in good faith;
 - C) Provide HCD with descriptions of the notices of availability sent, and negotiations conducted with any responding entities, regarding the disposal of the parcel of surplus land on the form provided in Appendix B;
 - D) Forward to HCD a copy of any restrictions to be recorded against the surplus land pursuant to Government Code Section 54233 or 54233.5, whichever is applicable, in the form prescribed by HCD in Appendix B; and
 - E) If the local agency is a city or county, beginning April 1, 2021, the local agency must report annually information about all locally owned surplus land sites pursuant to Government Code Section 54230. Reporting shall be in table H of the APR in accordance with APR instructions.
- (2) Housing sponsors, as defined by Section 50074 of the Health and Safety Code, may notify HCD of their interest in surplus land pursuant to Government Code Section 54222(a)(1) using the survey in Appendix D.
 - (3) HCD will maintain updates of interested housing sponsors and inventories of publicly owned surplus land and a list of notices of availability.

Note: Authority cited: Government Code Section 54230, subdivision (c), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Code Section 54221, Section 54222, Section 54230, Section 54230.5, subdivision (b)(2)(A), Section 54230.5, subdivision (b)(2)(D), Section 54233, Section 54233.5; Health and Safety Code Section 50074.

Section 102. Definitions

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms provided in the SLA and Article 10.6 of Government Code Sections 65580 – 65589.11 (housing elements).

- (a) **“Affordable housing”** means housing available at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, to lower-income households, or affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower-income households as defined in Section 50079.5 of the Health and Safety Code.
- (b) **“Affordable housing cost”** means that for owner-occupied housing, the sales price at which the monthly ownership cost including principal, interest, taxes, insurance, and utilities equals:
 - (1) For extremely low-income households the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate for the unit.
 - (2) For very low-income households the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.

- (3) For lower-income households whose gross incomes exceed the maximum income for very low-income households and does not exceed 70 percent of the area median income adjusted for family size, the product of 30 percent times 70 percent of the area median income adjusted for family size appropriate for the unit. In addition, for any lower-income household that has a gross income that equals or exceeds 70 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable housing cost not exceed 30 percent of the gross income of the household.
 - (4) For moderate-income households, affordable housing cost shall not be less than 28 percent of the gross income of the household, nor exceed the product of 35 percent times 110 percent of area median income adjusted for family size appropriate for the unit. In addition, for any moderate-income household that has a gross income that exceeds 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable housing cost not exceed 35 percent of the gross income of the household.
- (c) **“Affordable rent”** means that, including a reasonable utility allowance, rent shall not exceed:
- (1) For extremely low-income households, the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate for the unit.
 - (2) For very low-income households, the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit.
 - (3) For lower income households whose gross incomes exceed the maximum income for very low-income households, the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those lower-income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of the gross income of the household.
 - (4) For moderate income households, the product of 30 percent times 110 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those moderate-income households whose gross incomes exceed 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of the gross income of the household.
- (d) **“Agency’s use”**. Except as provided below, “agency’s use” shall include, but not be limited to, land that is being used, or is planned to be used pursuant to a written plan adopted by the local agency’s governing board for agency work or operations, including, but not limited to, utility sites, watershed property, land being used for conservation purposes, land for demonstration, exhibition, or educational purposes related to greenhouse gas emissions, and buffer sites near sensitive governmental uses, including, but not limited to, waste water treatment plants as described in Government Code Section 54221(c)(1).

- (1) Agency's use shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development. Property disposed of for the sole purpose of investment or generation of revenue shall not be considered necessary for the agency's use.
- (2) In the case of a local agency that is a district, excepting those whose primary mission or purpose is to supply the public with a transportation system, "agency's use" may include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development, or be for the sole purpose of investment or generation of revenue if the agency's governing body takes action in a public meeting declaring that the use of the site will do one of the following:
 - (A) Directly further the express purpose of agency work or operations.
 - (B) Be expressly authorized by a statute governing the local agency, provided the district complies with Government Code Section 54233.5 where applicable.
- (e) **"APR"** means the Annual Progress Report from each city or county detailing the agency's implementation of the housing element of its general plan submitted to and using forms and definitions adopted by HCD.
- (f) **"Assisted unit"** means a unit that is subject to rent and/or occupancy restrictions, as a result of financial assistance, as specified in a regulatory agreement.
- (g) **"CalHFA"** means the California Housing Finance Agency.
- (h) **"Disposition of surplus land"** means the sale or lease of local agency-owned land formally declared surplus.
 - (1) For purposes of this subsection, "lease" shall not include a lease of land on which no development or demolition will occur or which has a term that is less than five (5) years (including any extensions, amendments or options). However, an enforceable option to lease, as defined by these Guidelines, will qualify as a lease for purposes of these Guidelines.
 - (2) If a local agency is unsure whether a transaction involving local agency owned land meets this definition, they are encouraged to email publiclands@hcd.ca.gov for additional guidance from HCD.
- (i) **"District"** includes all districts within the state, including, but not limited to, all special districts, sewer, water, utility, and local and regional park districts, and any other political subdivision of the state that is a district.
- (j) **"Exclusive Negotiating Agreement (ENA)"** means a legally binding agreement that binds a prospective buyer and seller under which the seller cannot make any similar deals with other potential buyers for a specified period.

- (k) **“Expression-of-interest list”** means the list maintained by HCD on its website of developers that have notified HCD of their interest in purchasing or leasing surplus property.
- (l) **“Fair market value”** is the price a particular parcel would sell for on the open market when certain conditions are met. Those conditions are: (1) the parties involved are aware of all the facts, (2) are acting in their own interest, (3) are free of any pressure to buy or sell, and (4) have ample time to make the decision. In cases where fair market value has not been established, the parties may seek a broker’s opinion of value or an appraisal may be conducted. If, following a single appraisal, consensus on fair market value remains absent, a second appraisal is frequently obtained. If consensus on fair market value is not reached after the second appraisal, the parties may average the results of the two appraisals, or a third appraisal may be obtained. Nothing in these Guidelines prevents a local agency from selling or leasing surplus land for fair market value or fair market rent or less than fair market value or fair market rent.
- (m) **“Good faith negotiation”** means to deal honestly and fairly with the other party throughout the negotiation process whether or not the negotiation results in a contract.
- (n) **“HCD”** means the California Department of Housing and Community Development.
- (o) **“Housing sponsor”** means any individual, joint venture, partnership, limited partnership, trust, corporation, limited equity housing cooperative, cooperative, local public entity, duly constituted governing body of an Indian reservation or rancheria, tribally designated housing entity, or other legal entity, or any combination thereof, certified by CalHFA pursuant to rules and regulations of CalHFA as qualified to either own, construct, acquire, or rehabilitate a housing development, whether for profit, nonprofit, or organized for limited profit, and subject to the regulatory powers of CalHFA pursuant to rules and regulations of CalHFA and other specified terms and conditions. “Housing sponsor” includes persons and families of low or moderate income who are approved by CalHFA as eligible to own and occupy a housing development and individuals and legal entities receiving property improvement loans through CalHFA.
- (p) **“Local agency”** means every city, whether organized under general law or by charter, county, city and county, district, including school, sewer, water, utility, and local and regional park districts of any kind or class, joint powers authority, successor agency to a former redevelopment agency, housing authority, or other political subdivision of this state and any instrumentality thereof that is empowered to acquire and hold real property.
- (q) **“Lower-income households”** means persons and families whose income does not exceed the qualifying limits for lower-income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. Lower-income households includes very low-income households, as defined in Health and Safety Code Section 50105, and extremely low-income households, as defined in Health and Safety Code Section 50106.
- (r) **“Open-space purposes”** means the use of land for public recreation, enjoyment of

scenic beauty, or conservation or use of natural resources.

- (s) **“Option to lease”** means a contract by which a local agency enters an agreement with another entity to allow the latter to lease surplus land at a specified rate for a specified term, or within a reasonable time in the future, but without imposing an obligation to lease upon the option holder.
- (t) **“Option to purchase”** means a contract by which a local agency enters an agreement with another entity to allow the latter to purchase surplus land at a specified price, or within a reasonable time in the future, but without imposing an obligation to purchase upon the option holder.
- (u) **“Persons and families of low or moderate income”** means persons and families whose income does not exceed 120 percent of area median income adjusted for family size by HCD in accordance with adjustment factors adopted and amended from time to time by the United States Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937.
- (v) **“Planning period”** means the time period between the due date for an agency’s preparation or update of its housing element and the due date for the next housing element according to the applicable schedule described in paragraphs (2) and (3) of subdivision (e) of Government Code Section 65588. Generally, the “Planning period” is eight years.
- (w) **“RHNA”** means the Regional Housing Needs Allocation to be developed by HCD in consultation with each council of governments, where appropriate, which shall determine the existing and projected need for housing for each region.
- (x) **“Surplus land”** means land owned in fee simple for which a local agency’s governing body takes formal action at a regular public meeting declaring land to be surplus and not necessary for a local agency’s use. Land must be declared either “surplus” or “exempt surplus” as supported by written findings before a local agency may take any action to dispose of it consistent with an agency’s policies or procedures. A local agency, on an annual basis, may declare multiple parcels as “surplus” or “exempt surplus.”
- (y) **“Transitional housing”** means a rental housing development operating under programmatic constraints that requires the termination of assistance after a specified time or event, in no case less than six months after initial occupancy, and the re-renting of the assisted unit to another eligible participant.
- (z) **“Unit”** means a residential unit that is used as a primary residence by its occupants, consistent with the definition of a unit as utilized by the US Census Bureau and the California Department of Finance, including efficiency units, residential hotel units, and units used as transitional housing.

Note: Authority cited: Government Code Section 54230, subdivision (c), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Code Section 54221, Section 54222, Section 54222.5, Section 54223, Section 54226, Section 54230, Section 54230.5, Section 54233, Section 54233.5, Section 54234, Section 65400, Sections 65580 – 65589.11; Health and Safety Code Section 50052.5, Section 50053, Section 50074, Section 50079.5, 50093;

Section 103. Exemptions

- (a) These Guidelines apply to the disposal of all surplus lands.
- (b) Surplus land that meets one or more of the following conditions is exempt from Articles II and III of these Guidelines:
 - (1) An ENA or legally binding agreement to dispose of property that meets the requirements of Government Code Section 54234 is not subject to the requirements of AB 1486 and must comply with the SLA as it existed on December 31, 2019.
 - (A) Surplus land subject to an ENA or legally binding agreement to dispose of property is not subject to Articles II and III of these Guidelines so long as the local agency entered into the ENA or legally binding agreement on or before September 30, 2019, and the disposition of the property is completed by December 31, 2022.
 - (B) The disposal of any surplus land pursuant to a qualifying ENA or legally binding agreement to dispose of property must still comply with the SLA as it existed on December 31, 2019.
 - (C) The deadline for disposal of property set out in Paragraph (A) above shall be extended if the disposition of property, the local agency's right or ability to dispose of the property, or a development project for which such property is proposed to be transferred, is the subject of judicial challenge, by petition for writ of mandate, complaint for declaratory relief or otherwise, to the date that is six months following the final conclusion of such litigation.
 - (D) If a legally binding agreement to dispose of property is either an enforceable option to lease or option to purchase and the option is exercised or expires after December 31, 2022, the local agency must notify HCD, in writing, within 30 days of the option's execution or the option's expiration.
 - (2) Land held in the Community Redevelopment Property Trust Fund or designated in a long-range property management plan is not subject to the requirements of these Guidelines if both of the following apply:
 - (A) An ENA or legally binding agreement for disposition of the property is entered into not later than December 31, 2020.
 - (B) The disposition is completed by December 31, 2022.
 - (C) The deadline for disposal of the property set out in Paragraph (B) above shall be extended if the land subject to the Community Redevelopment

Property Trust Fund or the long-range property management plan is the subject of litigation, including, but not limited to, litigation challenging the disposition of such property, the right or ability to dispose of the property, or a development project for which such property is proposed to be transferred, the date specified in Paragraph (B) shall be extended to the date that is six months following the final conclusion of such litigation.

- (3) Land declared to be exempt by the local agency. Other land may be exempt from these Guidelines provided that the governing board of a local agency declares the property to be “exempt surplus land” at a regular public meeting and the declaration is supported by written findings demonstrating that the land is of one or more of the following types:
- (A) County or City Surplus Land Transferred for the Development of Affordable Housing with restrictions as described in Government Code Section 25539.4 or 37364.
 - (B) Small Surplus Land Parcels sold to an owner of contiguous land that is:
 - (i) less than 5,000 square feet in area;
 - (ii) less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 square feet in area, whichever is less; or
 - (iii) has no record access, is less than 10,000 square feet in area, and is not contiguous to land owned by a state or local agency that is used for open-space or low and moderate income housing purposes.
 - (C) Exchange of Surplus Land. Surplus land that a local agency is exchanging for another property necessary for the local agency’s use.
 - (D) Local Agency to Agency Surplus Land Transfer. Local agency surplus land is transferred to another local, state, or federal agency for the transferee agency’s use.
 - (E) Surplus Street Land. Surplus land that is a former street, right of way, or easement, and is conveyed to an owner of an adjacent property.
 - (F) Exempt Surplus Land for Affordable Housing. Land declared “exempt surplus land” that is advertised to all entities identified in subdivision (a) of Section 54222 of the Government Code and who are then invited to participate in the competitive bid process for either of the purposes identified below:
 - (i) A housing development (including mixed-use developments with ancillary commercial ground floor uses) that restricts 100 percent of the residential units to persons and families of low or moderate income, with at least 75 percent of the residential units restricted to

lower-income households as affordable housing pursuant to Section 102(a) of these Guidelines. In no event shall the maximum affordable sales price or rent level be higher than 20 percent below the median market rents or sales prices for the neighborhood in which the site is located.

- (ii) A mixed-use development that is more than one acre in area, that includes not less than 300 housing units, and that restricts at least 25 percent of the residential units to lower-income households, as defined in Health and Safety Code Section 50079.5 as affordable housing pursuant to Section 102(a) of these Guidelines.
 - (iii) If used for one of the purposes described in Section 103(a)(3)(F)(i) and (ii) of these Guidelines, the local agency must put the land out for open, competitive bid. All entities identified in Section 202 must be invited to participate in the competitive bid process. If entities were invited to participate in the competitive bid process prior to the existence of HCD's expression-of-interest list, then noticing will be considered sufficient if reasonable efforts were made to include known interested parties.
- (G) Validly Restricted Surplus Land. Surplus land that is subject to valid legal restrictions not imposed by the local agency such as covenants, or other restrictions that are and that would make housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site. An existing nonresidential land use designation is not per se a legal restriction that would make housing prohibited.
- (H) Surplus Trust Lands. Surplus land that was granted by the state in trust to a local agency or that was acquired by the local agency for trust purposes by purchase or exchange, and for which disposal of the land is authorized or required subject to conditions established by statute.
- (I) School District Surplus Land. Land that is subject to Education Code Sections 17388, 17515, 17536, 81192, 81397, 81399, 81420, and 81422 and Part 14 of Division 31 of the Health and Safety Code commencing with Health and Safety Code Section 53570, unless compliance with the SLA is expressly required.
- (J) Real property that is used by a district for agency's use expressly authorized in Government Code Section 54221(c).
- (K) Transfers of Surplus Parking Lot Land. Surplus parking lot land that has been transferred before June 30, 2019, by the state to a local agency pursuant to Streets and Highways Code Section 32667 and has a minimum planned residential density of at least 100 dwelling units per acre and includes 100 or more residential units that are restricted to persons and families of low or moderate income pursuant to Government Code Section 54221(f)(1)(K).

- (c) No Exemption Determination: Any determination by a local agency that its surplus lands are exempt from the SLA must be supported by written findings and shall be provided to HCD pursuant to Section 400(e) of these Guidelines.

Note: Authority cited: Government Code Section 54230, subdivision (c)(2), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Code Section 54221, Section 54222, Section 54222.3, Section 54223, Section 54226, Section 54227, Section 54230, Section 54230.5, Section 54233, Section 54234, subdivisions (a)(2), (b)(1), (b)(2), Section 25539, Section 25539.4, Section 37364; Education Code Section 17388, Section 17515, Section 17536, Section 81192, Section 81397, Section 81399, Section 81420, and Section 81422; Health and Safety Code Sections 53570 et seq.; Streets and Highways Code Section 32667.

ARTICLE II. SURPLUS LAND

Section 200. Surplus Land Determination Process

- (a) Land must be declared either “surplus land” or “exempt surplus land”, as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency’s policies or procedures.
- (b) Surplus land shall have the definition set forth in Section 102(w) of these Guidelines and exempt surplus land shall have the definition and meet the requirements set forth in Section 103(b)(3) of these Guidelines.
- (c) Beginning April 1, 2021, “a central inventory of all surplus land” shall be reported to HCD no later than April 1 of each year on Table H of the city or county’s APR submitted pursuant to Government Code 65400(a)(2).

Note: Authority cited: Government Code Section 54230, subdivision (c)(2), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Code Section 54230, Section 65400.

Section 201. Notice of Availability

Any local agency disposing of surplus land, prior to disposing of that property or participating in negotiations to dispose of that property with a prospective transferee, shall send a written notice of availability (NOA) to certain parties designated in the SLA. The notice shall be in a form prescribed by HCD in Appendix A of these Guidelines and shall comply with the following.

- (a) Low- and Moderate-Income Housing Availability Notice.
 - (1) A written notice of the availability of surplus land provided on the form contained in Appendix A of these Guidelines for the purpose of developing low- and moderate-income housing shall be sent to the following:
 - (A) HCD and any local public entity as defined in Health and Safety Code Section 50079 within whose jurisdiction the surplus land is located. HCD will maintain on its website an up-to-date listing of all notices of availability throughout the state.
 - (B) Housing sponsors that have notified HCD of their interest in surplus land that is in the county in which the surplus land is located or in all California counties. Housing sponsors must notify HCD of their interest in surplus land by completing a survey provided by HCD. Those interested in receiving notices from local agencies based on HCD’s expressions-of-interest list are responsible for keeping their addresses and contacts current.
 - (2) An entity not on HCD’s list may also respond to an NOA.
 - (3) All responses shall be date and time stamped by the local agency as they are received.

- (4) All NOAs shall be sent by certified mail or email and shall include the location and a description of the surplus land.
- (5) A NOA cannot be sent before the governing body for the local agency has declared the land for which the notice is being issued to be “surplus land”, and any such notice sent prematurely will not be deemed valid.
- (b) Park, Recreation and Open Space availability notices shall comply with the conditions and follow the requirements as described in Government Code Sections 54221(f)(2), 54222, and 54227(b).
- (c) School facilities surplus land availability notices shall comply with the conditions and follow the requirements as described in Government Code Section 54222(c).
- (d) Infill Opportunity Zone or Transit Village Plan surplus land availability notices shall comply with the conditions and follow the requirements as described in Government Code Section 54222(d).

Note: Authority cited: Government Code Section 54230, subdivision (c)(2), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Code Section 54221(f)(2), Section 54222, and Section 54227(b); Health and Safety Code Section 50079.

Section 202. Disposal of Surplus Land for Affordable Housing

After the governing board of a local agency has held the required public meeting to declare property as surplus land, as described in Section 102(w) of these Guidelines, a Low- and Moderate-Income Housing Availability Notice described in Section 201(a) must be sent to interested housing sponsors identified by the expressions-of-interest list maintained by HCD and local public entities within whose jurisdiction the surplus land is located and invite those interested to respond to the local agency with a notice of interest.

(a) Negotiating Disposition of Surplus Land for Affordable Housing

(1) Response to a NOA of surplus land for the development of affordable housing

(A) 60 Days to Respond.

An entity or association interested in developing surplus land for affordable housing must notify in writing the disposing agency of its interest in purchasing or leasing the land within 60 days after the agency’s notice of availability of the land is sent via certified mail or provided via electronic mail.

- (i) A local agency may not issue a request for proposals on surplus land less than 60 days from the date that the local agency issues the NOA of surplus land.
- (ii) If a notice of interest is received in response to an NOA, a request for proposals may not be issued until after the conclusion of the 90-day negotiation period.

- (B) Upon Receipt of Notice of Interest.
If a local agency disposing of surplus land receives a timely notice of interest from a proper entity, then a 90-day good faith negotiation period begins on the first day after the end of the 60-day period in Government Code Section 54222(e). If the price or terms cannot be agreed upon after the full 90-day good faith negotiation period, then the local agency may dispose of the surplus land without further regard to the SLA but must still comply with Government Code Section 54233 or 54233.5, as applicable.
- (C) 90-Day, Good Faith Negotiation Period.
For purposes of the 90-day good faith negotiation period, residential use of the surplus land by the prospective transferee shall be deemed an acceptable use. Terms agreed to as part of the 90-day good faith negotiation period must comply with the following:
- (i) A local agency cannot prohibit residential use of the surplus land as a condition of a sale or lease.
 - (ii) A local agency cannot reduce the authorized number of residential units or the maximum lot coverage of the surplus land below what is allowed by zoning or general plan requirements.
 - (iii) A local agency may not require, as a condition of sale or lease, any design standards or architectural requirements that would have a substantial negative effect on the viability or affordability of a housing development for very low-, low- or moderate-income households, other than the minimum standards required by general plan, zoning, and subdivision standards and criteria.
- (D) For the purposes of complying with the SLA's requirements regarding NOAs, "participating in negotiations" does not include the commissioning of appraisals, due diligence prior to the sale or lease of the surplus land, discussions with brokers or real estate agents not representing a potential buyer, or other studies to determine value or best use of the surplus land, issuance of a request for qualifications, development of marketing materials, or discussions conducted exclusively among local agency employees and elected officials. (Gov. Code Section 54222(f))
- (E) If an entity believes a local agency has not negotiated with it in good faith pursuant to this section, the entity may notify HCD by emailing publiclands@hcd.ca.gov.
- (F) Sample negotiation process timeline. The following represents a sample timeline for a good faith negotiation per the definition in Section 102(m) of these Guidelines. Minor departures from this sample do not constitute per se bad faith, and differences in the timeline may be justified with prior

notice to HCD.

- March 1, 2021 – disposing agency sends a NOA of surplus land as described in Section 201;
- March 10, 2021 – first entity desiring to purchase or lease the surplus land sends notice of interest to disposing agency;
- March 12, 2021 – disposing agency receives notice of interest from first entity desiring to purchase or lease the surplus land;
- March 20, 2021 – second entity desiring to purchase or lease the surplus land sends notice of interest to disposing agency;
- March 22, 2021 – disposing agency receives notice of interest from second entity desiring to purchase or lease the surplus land;
- April 30, 2021 – last day for an entity desiring to purchase or lease the surplus land to respond to the NOA;
- May 1, 2021 – 90-day, good faith negotiation period commences, as described in Section 202(a)(1)(C)
- July 30, 2021 – last day of 90-day, good faith negotiation period;
- July 31, 2021 – first day that disposing agency may dispose of the surplus land without regard to the amendments to the SLA, except that the disposing agency must still follow Government Code 54233 or 54233.5.

(2) Terms

- (A) As part of the 90-day good faith negotiation period, a local agency and a prospective transferee may agree to limitations on residential use or density if, without such limitations, the residential use or density would have a specific, adverse impact, supported by written findings, upon the public health or safety or upon the local agency's operation or facilities, and there is no feasible method to satisfactorily mitigate the impact.
- (B) For low and moderate-income housing purposes, a local agency may agree to a payment period of up to 20 years for a sale of surplus land in any contract of sale or sale by trust deed for the land. Such payment period may exceed 20 years but shall not exceed the term that the surplus land is required to be used for low- or moderate-income housing.
- (C) A local agency may sell or lease surplus land at fair market value or fair market rent or less than fair market value or fair market rent.
- (D) Agreement between the local agency and buyer.
 - (i) Failure to agree on sale/purchase price of land: If "fair market value" was determined by a single appraisal, a second appraisal value commissioned from a mutually acceptable firm may be averaged with the initial value to determine a sales price.
 - (ii) Partial lease/acquisition: A local agency may agree to a lease or

sale of part of the surplus land provided that the remaining parcel or parcels are disposed of as surplus land or exempt surplus land. A written justification for accepting a lease or sale of part of surplus land must accompany the Appendix B report to HCD.

- (iii) Agency change of mind: A local agency may withdraw its NOA provided that no notices of interest have been received and a written “notice of withdrawal” is sent to all housing sponsors, local public entities, HCD, and any other developers to which the notice of availability was sent.
- (iv) Conditions and restrictions required by the local agency as seller: A local agency may provide entities with reasonable conditions or restrictions for the surplus land in question, which must be included in the NOA, and reviewed by HCD pursuant to Section 400. The parties are required by the SLA to then negotiate in good faith. If it appears that the parties cannot resolve issues that would preclude a disposition within the 90-day negotiation period, the parties may discuss the issue(s) with HCD.

(b) Payment Period for Surplus Land Disposed of in Contract of Sale or Sale by Trust Deed

- (1) If surplus land is disposed of for housing for persons and families of low and moderate income, the payment period shall not exceed the term that the land is required to be used for low- or moderate-income housing.
- (2) If surplus land is disposed of for park or recreation purposes, for open-space purposes, or for school purposes, the local agency may provide for a payment period of up to 20 years.
- (3) Multiple Notices of Interest
 - (A) A local agency may negotiate concurrently with all entities that provide notice of interest for the purpose of developing affordable housing that meets the requirements of Government Code Section 54222.5.
 - (B) In the event that any local agency disposing of surplus land receives a notice of interest to purchase or lease that land from more than one of the entities to which a NOA was given, the local agency shall give first priority to the entity or entities that agree to use the site for affordable housing that meets the requirements of Government Code Section 54222.5, described as follows:
 - (i) Not less than 25 percent of the total number of units developed (which number includes density bonus units) shall be affordable housing as defined by Section 102(a) of these Guidelines.
 - (ii) If more than one entity proposes the same number of units that meet the requirements of Government Code Section 54222.5, priority

shall be given to the entity that proposes the deepest average level of affordability for the affordable units.

- (C) If the local agency receives notices of interest from more than one entity that agrees to meet the requirements of Government Code Section 54222.5, then the local agency shall give priority to the entity that proposes to provide the greatest number of units that meet the requirements of Government Code Section 54222.5.

(4) Grounds for local agency to reject offer:

- (A) A local agency may reject an offer when the local agency and buyer/lessee cannot agree on sales price or lease terms.
- (B) A local agency may reject an offer when priority is given to a competing offer that includes a greater number of affordable units or, in case of a tie in the number of units, the lowest average level of affordability consistent with Government Code Section 54222.5.
- (C) A local agency may reject an offer when the interested entity is not responsive to a local agency's reasonable conditions or restrictions as described in the NOA, where consistent with these Guidelines and the SLA, and such conditions or restrictions are reviewed by HCD.

(c) Requirements If Negotiations End with No Sale or Lease of Surplus Land

(1) Local Agencies That Are Not Districts.

- (A) If the local agency does not agree to price and terms with any entity to which NOA of land was given pursuant to these Guidelines, or if no entity to which a NOA was given pursuant to these Guidelines responds to that notice, then the land in question may be disposed of outside of the SLA, except that Section 202(c)(1) and (2) shall apply.

In such a case, if 10 or more residential units are developed on the property, not less than 15 percent of the total number of residential units developed on the parcels shall be sold or rented as affordable housing as defined by Section 102(a) of these Guidelines.

- (B) The purchasing entity shall agree to the following additional requirements:
 - (i) Rental units shall remain at an affordable housing cost to, and occupied by, lower-income households for a period of at least 55 years. Ownership units shall remain at an affordable housing cost to, and occupied by, lower-income households for a period of at least 45 years. The initial occupants of all ownership units on the surplus land shall be lower-income households and the unit shall be subject to an equity sharing agreement consistent with Health and Safety Code Section 65915(c)(2). Any subsequent occupants shall also be lower-income households, if necessary, for the unit to remain

occupied by lower-income households, for at least 45 years or 55 years, respectively.

- (ii) The requirements set out in subdivision (a) above shall be contained in a covenant or restriction recorded against the surplus land at the time of sale, which by its express terms shall run with the land and shall be enforceable by any of the following parties, against any owner who violates the covenant or restriction and each successor in interest who continues the violation:

- I. The local agency that disposed of the property.
- I. Any resident of an affordable ownership or rental unit described in subdivision (a).
- II. A resident's association with members who reside in units described in subdivision (a).
- III. A former resident of a unit described in subdivision (a) who last resided in that unit.
- IV. An applicant seeking to enforce the covenants or restrictions for a particular unit, ownership or rental, as described in subdivision (a), if the applicant conforms to all of the following:
 - a. Is of low or moderate income, as defined in Section 50093 of the Health and Safety Code;
 - b. Is able and willing to occupy that particular unit; and
 - c. Was denied occupancy of that particular unit due to an alleged breach of a covenant or restriction implementing Government Code Section 54222.5.
- V. A person on an affordable housing waiting list who is of low or moderate income, as defined in Section 50093 of the Health and Safety Code, and who is able and willing to occupy a unit subject to this provision of the Guidelines.

- (C) A local agency shall provide a copy of any restrictions recorded against the surplus land to HCD as an attachment to the form prescribed by HCD in Appendix B.

(2) Districts.

- (A) If a local agency that is a district, excepting those whose primary mission or purpose is to supply the public with a transportation system, disposes of surplus land where local zoning permits development of 10 or more

residential units or is rezoned within five years of the disposal to permit the development of 10 or more residential units, and 10 or more residential units are developed on the property, not less than 15 percent of the total number of residential units developed on the parcel shall be sold or rented as affordable housing as defined by Section 102(a) of these Guidelines, and the additional requirements contained in Section 202(c)(1)(B)(i-ii) of these Guidelines shall apply.

- (B) A local agency that is a district shall provide a copy of any restrictions recorded against the surplus land to HCD on the form prescribed by HCD in Appendix B of these Guidelines.
- (C) This subsection shall not apply to projects as defined in Health and Safety Code Section 32121(j).

Note: Authority cited: Government Code Section 54230, subdivision (c)(2), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Code Section 54221, Section 54222, Section 54222.5, Section 54223, Section 54225, Section 54226, Section 54227, Section 54233; Health and Safety Code Section 32121

ARTICLE III. REQUIREMENTS TO BE PLACED ON SURPLUS LAND FOR AFFORDABLE HOUSING

Section 300. Requirements When an Entity Proposes to Use the Surplus Land for Developing Affordable Housing

- (a) An entity proposing to use the surplus land for affordable housing shall agree to make no less than 25 percent of the total number of units developed on the parcels as affordable housing pursuant to Section 102(a) of these Guidelines. The entity shall agree to the following additional requirements:
 - (1) Rental units shall remain at an affordable housing cost to, and occupied by, lower-income households for a period of at least 55 years.
 - (2) Ownership units shall remain at an affordable housing cost to, and occupied by, lower-income households for a period of at least 45 years. The initial occupants of all ownership units on the property shall be lower-income households and the unit shall be subject to an equity sharing agreement consistent with Health and Safety Code Section 65915(c)(2). Any subsequent occupants shall also be lower-income households, if necessary, for the unit to remain occupied by lower-income households, for at least 45 years.
- (b) The requirements set out in subdivision (a) above shall be contained in a covenant or restriction recorded against the surplus land at the time of sale, which by its express terms shall run with the land and shall be enforceable by any of the following parties, against any owner who violates the covenant or restriction and each successor in interest who continues the violation:
 - (1) The local agency that disposed of the property.
 - (2) Any resident of an affordable ownership or rental unit described in subdivision (a).
 - (3) A resident's association with members who reside in units described in subdivision (a).
 - (4) A former resident of a unit described in subdivision (a) who last resided in that unit.
 - (5) An applicant seeking to enforce the covenants or restrictions for a particular unit, ownership or rental as described in subdivision (a), if the applicant conforms to all of the following:
 - (A) Is of low or moderate income, as defined in Section 50093 of the Health and Safety Code;
 - (B) Is able and willing to occupy that particular unit; and
 - (C) Was denied occupancy of that particular unit due to an alleged breach of a covenant or restriction implementing Government Code Section 54222.5.

(6) A person on an affordable housing waiting list who is of low or moderate income, as defined in Section 50093 of the Health and Safety Code, and who is able and willing to occupy a unit subject to this provision of the Guidelines.

(c) A local agency shall provide a copy of any restrictions recorded against the surplus land to HCD as an attachment to the form prescribed by HCD in Appendix B.

Note: Authority cited: Government Code Section 54230, subdivision (c), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Code Section 54222.5, Section 54233; Health and Safety Code Section 50093, Section 65915.

ARTICLE IV. REPORTING REQUIREMENTS

Section 400. Local Agency Reporting Requirements

- (a) Pre-Negotiation and Disposal Notice. A local agency must submit a NOA to HCD, any other local public entities within whose jurisdiction surplus land is located, and all interested housing sponsors that have provided notice to HCD.
 - (1) Prior to disposing of surplus land or participating in negotiations to dispose of surplus land with a prospective transferee, a written NOA shall be sent to HCD on the form in Appendix A pursuant to Section 201 of these Guidelines. If the NOA includes any local agency conditions or restrictions regarding development, such conditions or restrictions must be reviewed by HCD prior to the initiation of negotiations with any interested and qualified developer.
- (b) Post-Negotiation Notice and Proposed Disposition Summary: A proposed disposition summary must be sent to HCD on Appendix B at the conclusion of negotiations for the disposition of surplus land.
 - (1) Prior to finalizing any agreements or disposing of any surplus land, the local agency shall provide to HCD a description of the NOAs sent, a description of the negotiations conducted with any responding entities, including any non-solicited expressions of interest in regard to the disposal of the surplus land, and a copy of any restrictions to be recorded against the property pursuant to Government Code Sections 54233 or 54233.5, whichever is applicable, in a form prescribed by HCD in Appendix B. A sample covenant/restriction is provided in Appendix C.
 - (2) A local agency may submit this information to HCD after it has sent NOAs required by Government Code Section 54222 and concluded negotiations with any responding entities. Article V of these Guidelines provides details on HCD's required review of this information.
 - (3) If a local agency proposes to dispose of surplus land to an entity that does not have first priority and/or priority pursuant to Government Code Section 54227, the local agency is required to provide HCD an adequate written explanation.
- (c) A local agency shall provide HCD a copy of any restrictions to be recorded against the property pursuant to sections 202(d)(1)(B) and 300(b) of these Guidelines as an attachment to Appendix B.
- (d) A local agency that is a city, county, or city and county shall submit an APR pursuant to Government Code 65400 including the following information:
 - (1) A central inventory of all surplus land and all lands as of December 31 in excess of the local agency's foreseeable needs, if any, identified pursuant to Government Code Section 50569. Beginning in 2021, this inventory is to be submitted to HCD by April 1 of each year. This inventory will become part of the APR as Table H. Please reference Section 601 for web links which detail APR and Housing Element requirements.

- (2) Jurisdiction-owned sites identified in the housing element sites inventory subsequently disposed of by the jurisdiction in Table G of the Housing Element APR.
- (e) Notice of Exemption Determination: A local agency that determines that property is exempt from the SLA shall support such a determination with written findings and shall provide a copy of the written determination to HCD at least 30 days prior to disposition.
 - (1) A copy of the resolution declaring the property exempt surplus land that includes written findings supporting such a declaration will generally be considered sufficient documentation to meet this requirement.
 - (2) Local agencies are encouraged to notify HCD at publiclands@hcd.ca.gov prior to having the resolution approved in order to clarify whether land should be declared “surplus land” or “exempt surplus land”.

Note: Authority cited: Government Code Section 54230, subdivision (c), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Code Section 50569, Section 54221, Section 54222, Section 54230.5, Section 54233, Section 54233.5, Section 65400.

ARTICLE V. PERFORMANCE MONITORING AND PENALTIES

Section 500. HCD Monitoring, Recording, and Reporting

- (a) Initiation of Monitoring. Beginning on January 1, 2021, HCD shall initiate monitoring of local agency compliance with certain requirements imposed by the SLA.
- (b) Educational Materials and Technical Assistance. To assist agencies with SLA compliance, HCD will from time to time make available educational resources and materials regarding the SLA and these Guidelines to local agencies and the public.
- (c) HCD Findings:
 - (1) Review: HCD shall review the information submitted by a local agency pursuant to Section 400 of these Guidelines.
 - (2) Notice of Violation (NOV): HCD shall consider and make findings on whether the local agency's proposed sale or lease of the surplus land will violate the SLA and these Guidelines. If HCD determines that the proposed sale or lease will violate the SLA, HCD shall make written findings and provide them to the local agency within 30 days of receipt of the local agency's submittal of all of the following: (i) a description of the notices of availability sent; (ii) a description of the negotiations conducted with any responding entities in regard to the disposal of the surplus land; and (iii) a copy of any restrictions to be recorded against the surplus land pursuant to Health and Safety Code Section 54233 or 54233.5, whichever is applicable, in a form prescribed by HCD (collectively "Complete Submittal") HCD's 30-day response period will not begin to run until HCD receives the Complete Submittal. HCD shall provide the local agency at least 60 days from the date that HCD sends the NOV to respond to the NOV before taking any other action.
- (d) The local agency shall consider HCD's written findings made pursuant to Section 500(c) and shall do one of the following:
 - (1) Correct any issues identified by HCD.
 - (2) Provide written responses to HCD prior to disposition of the surplus land explaining how its process for disposing of surplus land complies with the SLA and addressing each of HCD's written findings.
- (e) HCD shall evaluate any written responses provided by the local agency pursuant to Section 500(d) to determine whether the local agency's findings are deficient in addressing the issues identified by HCD.

Note: Authority cited: Government Code Section 54230, subdivision (c), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Code Section 54230.5

Section 501. Penalties

- (a) Local agency's failure to adequately respond to HCD.

- (1) If the local agency does not correct all the issues identified by HCD's written findings or does not provide written findings explaining the reason its process for selling or leasing surplus land complies with the SLA, HCD shall notify the local agency and may notify the Attorney General that the local agency is in violation of the SLA. HCD may seek to enforce the SLA and pursue remedies, including, but not limited to, injunctive or declarative relief.
 - (2) If the local agency provides written findings explaining the reason its process for selling or leasing surplus land complies with the SLA, but HCD determines that the findings are deficient pursuant to Section 500(e), HCD shall notify the local agency and may notify the Attorney General that the local agency is in violation of the SLA. HCD may seek to enforce the SLA and pursue remedies, including, but not limited to, injunctive or declarative relief.
- (b) Local agency's violation of surplus land disposition requirements; administrative penalties.
- (1) A local agency that disposes of land in violation of the SLA after receiving a NOV from HCD is in violation of the SLA pursuant to HCD's review as described in Section 500(c).
 - (2) A local agency shall have 60 days from the date of the NOV to cure or correct an alleged violation before an action may be brought to enforce Government Code Section 54230.5, including penalties pursuant to Section 501(b)(3) of these Guidelines, unless the local agency disposes of the land before curing or correcting the alleged violation.
 - (3) If the local agency fails to correct the violation within 60 days from the date of the NOV, an administrative penalty of 30 percent of the final sale price of the land sold in violation of the SLA, or 50 percent for each subsequent violation, shall be invoiced by HCD to the local agency.
 - (4) Upon receipt of HCD's invoice, the local agency may appeal the penalty assessment to HCD's Director by submitting to the Director a written appeal. The written appeal shall be limited to a statement of relevant facts, arguments, and evidence demonstrating the error of law, procedure, or fact upon which the appeal is based. Pursuant to statute, penalties are mandatory in the absence of such error and cannot be waived or modified for grounds not stated in Government Code Title 5, Division 2, Part 1, Chapter 5, Article 8.
 - (5) Once the written appeal is submitted to the Director, HCD may request but is not required to accept additional information or materials for consideration. Appeals are to be submitted to the Director at the following address:

California Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833

- (6) The Director will accept appeals delivered through a carrier service such as the U.S. Postal Service, UPS, FedEx, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during HCD's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time.
- (7) Appeals must be received by the Director no later than thirty (30) business days from the date of HCD's invoice of the assessed administrative penalty.
- (8) The Director shall render the decision in writing within forty-five (45) business days after notice and hearing in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.
- (9) The Director's decision shall be HCD's final decision.

Note: Authority cited: Government Code Section 54230, subdivision (c), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Code Section 6250 et seq., Section 54222, Section 54230.5, Section 65589.5.

Section 502. Private Enforcement

- (a) An entity identified in Government Code Section 54222, or a person who would have been eligible to apply for residency in any affordable housing developed, or a housing organization as defined in Government Code Section 65589.5, or any beneficially interested person or entity, may bring an action to enforce Government Code Section 54230.5.
- (b) At least 30 days prior to bringing an action pursuant to subdivision (a) above, a notice of intent to enforce the SLA shall be provided to the local agency and to HCD, identifying the alleged violations of these Guidelines and/or the SLA.
- (c) If HCD has not issued a NOV, HCD shall review the notice of intent to enforce the SLA and within 30 days notify the local agency if it must cure or correct the alleged violation in subdivision (b). The local agency shall have 60 days from receiving this notification from HCD to cure or correct the alleged violation before an action may be brought, unless the local agency disposes of the land before curing or correcting the alleged violation, or HCD deems the alleged violation not to be a violation in less than 30 days.

Note: Authority cited: Government Code Section 54230, subdivision (c), Section 54230.5, subdivision (b)(2)(D). Reference cited: Government Section 54222, Section 54230.5, Section 65589.5.

Appendix A – Notice of Availability Form

https://www.hcd.ca.gov/community-development/disaster-recovery-programs/docs/1.20.21.LS.SLA_TA_NoticeAvailability_CoverLetter.docx

https://www.hcd.ca.gov/community-development/disaster-recovery-programs/docs/SLA_TA_NoticeAvailability_PropertyDescription.xlsx

Appendix B – Description of Disposition Form

https://www.hcd.ca.gov/community-development/disaster-recovery-programs/docs/SLA_TA_DispositionDescriptionTemplate2.xlsx

Appendix C – Sample Covenant/Restriction

https://www.hcd.ca.gov/community-development/docs/1.20.LS.SLA_TA_SampleCovenantRestriction.docx

Appendix D – HCD Survey to Indicate Interest in Surplus Land

Housing sponsors, as defined by Section 50074 of the Health and Safety Code, may notify HCD of their interest in surplus land pursuant to Section Government Code 54222(a)(1) using the survey at the link below:

<https://www.surveymonkey.com/r/ZRCC3FL>



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.4

DATE: February 1, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8433 to Taft Electric Company for Traffic Signal Modifications Project (7 Signals), Specification No. PW 19-98. (0/5/5)

RECOMMENDATION

That the City Council approve and authorize the following for a total of \$3,599,880 in Project funds for the Traffic Signal Modifications Project (7 Signals), Specification No. PW 19-98 (Project No. 183114):

1. The Mayor to execute Agreement A-8433 with Taft Electric Company in the amount of \$2,999,900 for the Project;
2. A Project contingency amount of \$299,990;
3. A Project allocation amount of \$299,990 for engineering, inspection, survey and project management; and
4. A budget appropriation recognizing grant revenue and appropriation of \$860,783 from the Federal Transportation Grant Fund (275) and appropriation of \$954,145 from the fund balance of the Air Pollution Buydown Fee Fund (118) for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Y4-M-LBrSH8>

BACKGROUND

The Project scope consists of modifying seven existing traffic signals at the intersections of:

1. Channel Islands Boulevard at J Street
2. Channel Islands Boulevard at Cloyne Street/Gisler Avenue
3. Channel Islands Boulevard at Statham Blvd
4. Ventura Road at 7th Street
5. Oxnard Blvd at 7th Street
6. Oxnard Blvd at 4th Street
7. Oxnard Blvd at Date Street

Work includes replacement of signal poles, mast arms, and signal heads, which are necessary in order to upgrade to existing traffic signal standards and provide for protected left-turn phasing. Upgrades also include installation of LED luminaires for enhanced visibility, detection loops, ADA improvements, emergency vehicle preemption, and renewing signing and striping including crosswalks for enhanced pedestrian safety.

Capital Improvement Program (CIP) Reference

Project No. 183114– Traffic Signal Modifications Project (7 Signals), Specification No. PW 19-98 - CIP 2021-2026 - Adopted May 18, 2021– Page 126.

DISCUSSION

The specific work for this Project includes removal of existing out-dated traffic signal equipment and placement of new traffic signal poles, signal heads, signal controllers, demolition of existing asphalt concrete and concrete pavement, new concrete pavement, and restoration of asphalt concrete pavement to prepare roadway for intersection improvement, landscaping and tree trimming or removal to improve visibility of traffic signals, curb, gutter, sidewalk, signing, striping, and all other appurtenant and associated work in accordance with the Contract Documents. This work benefits the City by enhancing circulation and mobility in the intersections, which includes improving left turning vehicle stacking, improving intersection visibility with enhanced lighting, removing tree limbs blocking signal head visibility, and improving pedestrian facilities through updated crosswalk striping and updating non-ADA compliant curb ramps.

The work is tentatively scheduled to begin in early March and continue into the Summer (90 working days). Traffic signal poles and equipment typically have extensive procurement periods due to limited manufacturers and material shortages. Staff will work closely with the Kamala, Blackstock North, College Estates, Five Points Northeast, Sea Air, Wilson, and Hobson Park East Neighborhood Council to keep them informed of the schedule and will also work closely with nearby schools, Gold Coast Transit District for any bus stop or route impacts, and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on November 18, 2021, and all bids were due and opened on December 21, 2021. The City received the following bids:

PTM GENERAL ENGINEERING SERVICES, INC.:	\$2,739,039
TAFT ELECTRIC COMPANY:	\$2,999,900
ALFARO COMMUNICATIONS CONSTRUCTION, INC.:	\$3,555,555

The Bids from the lowest and the highest bidder were determined to be non-responsive to the call for bids. The bid from Taft Electric Company is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Taft Electric Company and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the Agreement for this Project to Taft Electric Company.

In addition to the construction amount noted above, a 10% project contingency of \$299,990 and 10% engineering service and staff time of \$299,990 are necessary to perform inspection, survey, labor compliance, and project management, for a project total of \$3,599,880.

The bids are higher than the original engineer's estimate, which staff attributes to two major factors: 1) market increases for both material and labor from the post-pandemic revival and the recovering economy and 2) supply chain shortages, especially for steel-made traffic signal equipment. In addition, the influx of transportation funding through State Senate Bill 1 continues to increase projects moving into construction resulting in higher demand, which is a natural bid-environment change when a significant amount of Federal/State funding is available. Staff recommends awarding the contract given the benefits the project will have on the general circulation and enhanced mobility at these busy intersections.

In an effort to fund the increase while minimizing the impact to local funding, the City's Transportation Planner was successful in securing an additional \$860,783 of Highway Safety Improvement Program grant funding. The remaining

budget shortfall is requested through a budget appropriation from the available fund balance in the Air Pollution Buydown Fee fund (118).

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total estimated cost for this Project is \$3,599,880, which includes the construction agreement A-8433 with Taft Electric Company for \$2,999,900, \$299,990 in contingency funds and \$299,990 in EISPM funds. The Traffic Signal Modifications (7 Signals) Project No. 183114 construction phase is currently funded from the Air Pollution Buydown Fee Fund (118) and the Federal Transportation Grant Fund (275) with a total project budget balance of approximately \$1,784,952.

A budget appropriation of \$860,783 is necessary from the Federal Transportation Grant Fund (275), and a budget appropriation of \$954,145 is requested from the available fund balance in the Air Pollution Buydown Fee Fund (118).

Project	Fund Number	Fund Name	Current Appropriations	Available Budget	Additional Appropriations	Total Available Budget
183114 – Citywide Signal Modifications Project	118	Air Pollution Buydown Fee Fund	\$438,540	\$437,002	\$954,145	\$1,391,147
	275	Fed. Transport. My Grants Fund	\$1,590,770	\$1,347,950	\$860,783	\$2,208,733
TOTAL			\$2,029,310	\$1,784,952	\$1,814,928	\$3,599,880

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer, Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Agmt A-8433 Taft Electric Company PW 19-98
2. Budget Appropriation - 183114
3. Presentation

CONTRACT

CITY OF OXNARD CONTRACT FOR TRAFFIC SIGNAL MODIFICATIONS PROJECT SPECIFICATION NO. PW 19-98 FEDERAL PROJECT NO. HSIPL-5129(095)

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TAFT ELECTRIC COMPANY ("Contractor"). Contractor's license number is 772245.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Grant Provisions including Form FHWA-1273 attached hereto as "Exhibit A", Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as the TRAFFIC SIGNAL MODIFICATIONS PROJECT, SPECIFICATION NO. PW 19-98, FEDERAL PROJECT NO. HSIPL-5129(095), ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two million, nine hundred ninety-nine thousand, nine hundred dollars (\$2,999,900.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as

follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

TAFT ELECTRIC COMPANY

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

 Jim Marsh, President² _____ Date _____

 Carol Smith, Secretary _____ Date _____

ATTEST:

 Rose Chaparro, _____ Date _____
 City Clerk (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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**EXHIBIT INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

- a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
- b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
- c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
- d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. PW 19-98
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**COMPANY
LETTER **B****COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD**Attn: Insurance Compliance****Reference No. PW 19-98****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the aCity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

NAMED INSURED

SAMPLE

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

- ☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE _____ AGGREGATE _____

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____
Address: _____
Telephone: (_____)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, aoccurrence@ form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. PW 19-98

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the aCity@)**
SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED

SAMPLE☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code (Any auto@); or
 - If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. PW 19-98****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to TAFT ELECTRIC COMPANY, 1694 Eastman Avenue, Ventura, California, 93003 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as TRAFFIC SIGNAL MODIFICATIONS PROJECT, SPECIFICATION NO. PW 19-98, FEDERAL PROJECT NO. HSIPL-5129(095).

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Two Million, Nine Hundred Ninety-Nine Thousand, Nine Hundred Dollars (\$2,999,900.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to TAFT ELECTRIC COMPANY,
1694 Eastman Avenue, Ventura, California, 93003 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as TRAFFIC SIGNAL MODIFICATIONS PROJECT, SPECIFICATION NO. PW 19-98, FEDERAL PROJECT NO. HSIPL-5129(095).

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Two Million, Nine Hundred Ninety-Nine Thousand, Nine Hundred Dollars (\$2,999,900.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A

FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government-wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for Work done under any purchase order, rental agreement or agreement for other

services. The Contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in Bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these Contract provisions shall apply to all Work performed on the Contract by the contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all Work performed on the Contract by piecework, station Work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the Contract, suspension / debarment or

any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this Contract, the Contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this Section related to 23 CFR Part 230 are applicable to all federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the Contractor and all Subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The Contractor and all Subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority

and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's Project activities under this Contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Contract. In the execution of this Contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The Contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Contract.

b. The Contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed,

and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

2. EEO Officer: The Contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of Work and then not less often than once every six (6) months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty (30) days following their reporting for duty with the Contractor.

c. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the Project work force would normally be derived.

a. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.

b. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Contractor is expected to observe the provisions of that agreement to the extent that the system meets the Contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the

Contractor to do the same, such implementation violates federal nondiscrimination provisions.

c. The Contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of Project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of Project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such

corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The Contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the Contractor's work force requirements and as permissible under federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of Contract performance. In the event a special provision for training is provided under this Contract, this subparagraph will be superseded as indicated in the special provision. The City may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Contractor, either directly or through a Contractor's association acting as agent, will include the procedures set forth below:

a. The Contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The Contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Contractor from the requirements of this paragraph. In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The Contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this Contract.

a. The Contractor shall notify all potential Subcontractors and suppliers and lessors of their EEO obligations under this Contract.

b. The Contractor will use good faith efforts to ensure Subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following the date of the final payment to the Contractor for all Contract Work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the Contractor shall document the following:

(1) The number and Work hours of minority and non-minority group members and women employed in each Work classification on the Project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The Contractors and Subcontractors will submit an annual report to the contracting agency each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each Work classification required by the Contract Work. This information is to be reported on Form FHWA-1391. The staffing data should represent the Project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related

construction subcontracts of \$10,000 or more.

The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, Work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This Section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the Work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this Section) and the Davis-Bacon poster (WH-

1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers

or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this Section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract, or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work, all or part of the wages required by the Contract, the contracting agency may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the Work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of

the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a Contractor to require a

Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this Section.

(4) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution

under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

c. The Contractor or Subcontractor shall make the records required under paragraph 3.a. of this Section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the Contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined

rate for the Work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the Project site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the Subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR

5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.liquidated

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in

excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this Section, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of Work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this Section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor

withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this Section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this Section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this Section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The Contractor shall perform with its own organization Contract Work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original Contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original Contract price before computing the amount of Work required to be performed by the Contractor's own organization (23 CFR 635.116).

a. The term "perform Work with its own

organization" refers to workers employed or leased by the Contractor, and equipment owned or rented by the Contractor, with or without operators. Such term does not include employees or equipment of a Subcontractor or lower tier Subcontractor, agents of the Contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the Contractor meets all of the following conditions:

(1) the Contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the Contractor remains responsible for the quality of the Work of the leased employees;

(3) the Contractor retains all power to accept or exclude individual employees from Work on the Project; and

(4) the Contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the Contract as a whole and in general are to be limited to minor components of the overall Contract.

2. The Contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the Contract provisions.

3. The Contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the Work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the Work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the Contract.

4. No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the Contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this Contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the

performance of the Work covered by the Contract.

2. It is a condition of this Contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this Contract, that the Contractor and any Subcontractor shall not permit any employee, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the Project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the Project is a violation of Federal law. To

prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the Project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the Work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any Work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this Title or

imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this Bid/proposal or the execution of this Contract, or subcontract, as appropriate, the Bidder, proposer, federal-aid construction Contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this Contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the Contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:
 - a. By signing and submitting this proposal, the prospective first tier participant is

providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered

Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the Contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as Subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not

required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation

of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant

shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the Contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as Subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,"

without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment,

**Suspension, Ineligibility and Voluntary
Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

**XI. CERTIFICATION REGARDING USE OF
CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will

be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEMALE AND MINORITY GOALS (This Section originates from Caltrans Local Assistance Procedures Manual ("LAPM") Exhibit 12-G – Required Federal-Aid Contract Language, Section 12)

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent. The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Sant/a Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3

178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which Work is performed under the Contract, the Prime Contractor and each non material-supplier Subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

FEDERAL TRAINEE PROGRAM – NOT APPLICABLE FOR THIS PROJECT.

TITLE VI ASSURANCES (This Section originates from Caltrans Local Assistance Procedures Manual (“LAPM”) Exhibit 12-G – Required Federal-Aid Contract Language, Section 13)

During the performance of this Agreement, the Contractor, for itself, its assignees and

successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

(1) Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Contractor, with regard to the Work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for Work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed ninety (90) days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition,

Contractor may request the United States to enter into such litigation to protect the interests of the United States.

USE OF UNITED STATES-FLAG VESSELS *(This Section originates from Caltrans Local Assistance Procedures Manual ("LAPM") Exhibit 12-G – Required Federal-Aid Contract Language, Section 14)*

The Contractor agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within thirty (30) Working Days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this Section to both the Contracting Officer (through the Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

Appendix E of the Title VI Assurances
(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non- discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT B

**CITY OF OXNARD
BID SHEETS FOR TRAFFIC SIGNAL MODIFICATIONS PROJECT
SPECIFICATION NO. PW 19-98
FEDERAL PROJECT NO. HSIPL-5129(095)**

Bidder's Name: Taft Electric Company

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
GENERAL						
1.	Mobilization/Demobilization (5% maximum of Total Bid Price)	1001-3	LS	1	\$53,000.00	\$ 53,000.00
2.	Storm Water Pollution Prevention Plan (SWPPP)	1800-3	LS	1	\$4,450.00	\$ 4,450.00
3.	Traffic Control and Public Convenience and Safety	1505-4	LS	1	\$212,840.00	\$212,840.00
STREET IMPROVEMENTS						
4.	Unclassified Excavation	1120-4	CY	100	\$ 111.35	\$11,135.00
5.	Cold Mill AC Pavement (2" Max)	1130-3	SQ YD	37,890 20,747	\$ 5.10	\$105,609.70
6.	Asphalt Concrete Type III (DGAC PG 64-10) or use Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1150-10	TN	3,960 2,203	\$ 163.30	\$359,749.90
7.	Modify Existing Traffic Signing and Striping	1515-4	LS	1	\$ 59,494.00	\$ 59,494.00
8.	Remove Median and Replace with 6" AC Paving	1150-10	SF	57	\$ 53.00	\$ 3,021.00
9.	Remove and Dispose Of Existing Tree and Root System, Grind Stump	1103-2	EA	1	\$21,210.00	\$ 21,210.00
10.	Remove and Replace 4" Thick Concrete Sidewalk	1174-6	SF	333 181	\$ 15.40	\$ 2,787.40
11.	Remove and Replace PCC Curb and Gutter (Type A2-6)	1174-6	LF	38 18	\$ 110.30	\$ 1,985.40
12.	Remove and Dispose of Existing Tree Branch Trimmings	1103-2	EA	3	\$ 3,535.00	\$ 10,605.00
13.	Remove and Replace Decorative Metal Railing Fence	1194-2	LF	30	\$ 265.13	\$ 7,953.90
14.	Remove and Replace PCC Curb Ramp with Detectable Warning Surface Tiles	1174-6	SF	3,260 2,343	\$ 26.50	\$62,089.50

**REVISED
B 3**

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
15.	Install 6" Retaining Curb	1174-6	LF	404 113	\$ 38.20	\$ 4,316.60
16.	Furnish and Install 3"x4" Surface-Applied Detectable Warning Surface Tiles Per Caltrans Standard Plan A88A	1174-6	EA	4	\$ 699.90	\$ 2,799.60
TRAFFIC SIGNAL IMPROVEMENTS						
17.	Modify Existing Traffic Signal System (LOCATION 1 - Channel Islands Blvd At J St)	1520-21	LS	1	\$264,680.00	\$264,680.00
18.	Modify Existing Traffic Signal System (LOCATION 2 - Channel Islands Blvd At Cloyne St-Gisler Ave)	1520-21	LS	1	\$358,232.00	\$358,232.00
19.	Modify Existing Traffic Signal System (LOCATION 3 - Channel Islands Blvd At Statham Blvd)	1520-21	LS	1	\$281,131.00	\$281,131.00
20.	Modify Existing Traffic Signal System (LOCATION 4 - Oxnard Blvd At Date St)	1520-21	LS	1	\$323,320.00	\$323,320.00
21.	Modify Existing Traffic Signal System (LOCATION 5 - Ventura Rd At Seventh St)	1520-21	LS	1	\$298,380.00	\$298,380.00
22.	Modify Existing Traffic Signal System (LOCATION 6 - Oxnard Blvd At Fourth St)	1520-21	LS	1	\$249,070.00	\$249,070.00
23.	Modify Existing Traffic Signal System (LOCATION 7 - Oxnard Blvd At Seventh St)	1520-21	LS	1	\$301,840.00	\$301,840.00
TOTAL BID PRICE					\$ 2,999,900.00	

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 2,999,900.00

TOTAL BID PRICE IN WORDS: Two million nine hundred ninety nine thousand nine hundred dollars

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	12/09/21	#03	12/20/21
#02	12/15/21	#04	

Bidder's Name (Company): Taft Electric Company

Signature: [Signature]
Print: James Marsh
Signature: [Signature]
Print: Carol Smith

Title: President/CEO
Date: 12/01/2021
Title: Controller
Date: 12/01/2021

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works Transportati
Project/Program
Manager: Gio Rodriguez

Date: January 11, 2022

Phone: _____

Reason for Appropriation:

Request Budget appropriation for the Traffic Signal Modification Project(7 Signals), Specification No., PW 19-98 (Project No., 183114) In the amount of \$1,814,928 to fund Agreement A8433 with Taft Electric Company and allocate Contingency and EISPM funds

Accounts and Descriptions

AMOUNT

Fund: 275 FED. TRANSPORT. MY GRANTS

Revenues/Transfers In

3125 TRANSIT SERVICES CIP

275-3125-531.72-01 FEDERAL GRANT REVENUE 860,783

Sub-total Revenues 860,783

Expenditures/Transfers Out

183114 CITY WIDE SIGNAL MOD

275-3125-826.82-08 SERVICES CONSTRUCTION 860,783

Sub-total Expenditures 860,783

Net Change to Fund Balance 0

Fund: 185 RMRA Gas Tax (2032 h(2))

Expenditures/Transfers Out

183114 CITY WIDE SIGNAL MOD

118-3125-826.82-08 SERVICES-CONSTRUCUTION 654,155

118-3125-826.82-09 SVCS-OTHER PROF/CONTRACT 100,000

118-3125-826.84-51 SERVICES OTHER PROGRAMS 199,990

Sub-total Expenditures 954,145

Net Change to Fund Balance (954,145)

Net Appropriation Change 1,814,928

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

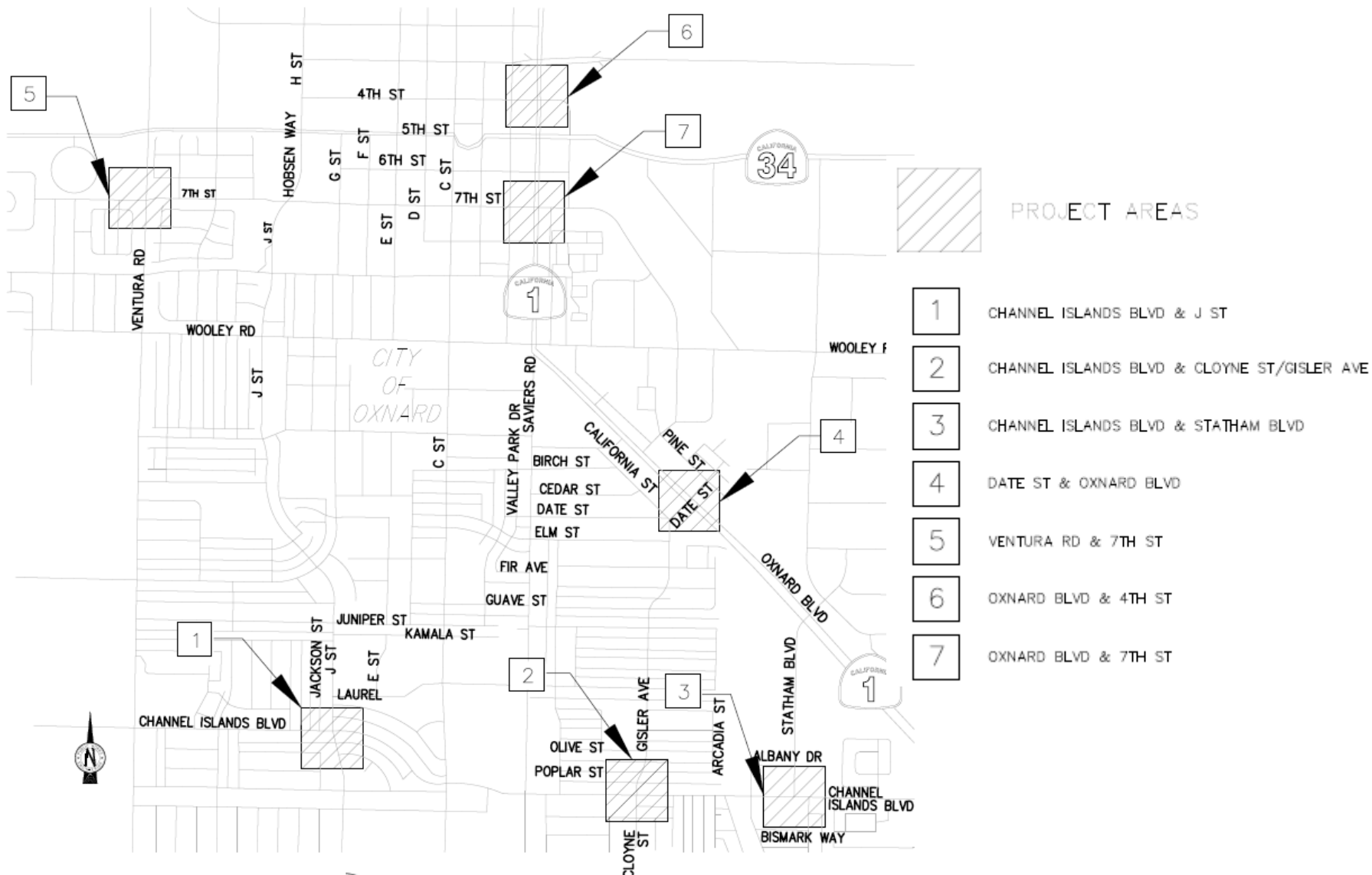
AWARD AGREEMENT A-8433 TO TAFT ELECTRIC COMPANY FOR THE TRAFFIC SIGNAL MODIFICATION PROJECT (7 SIGNAL) PW 19-98

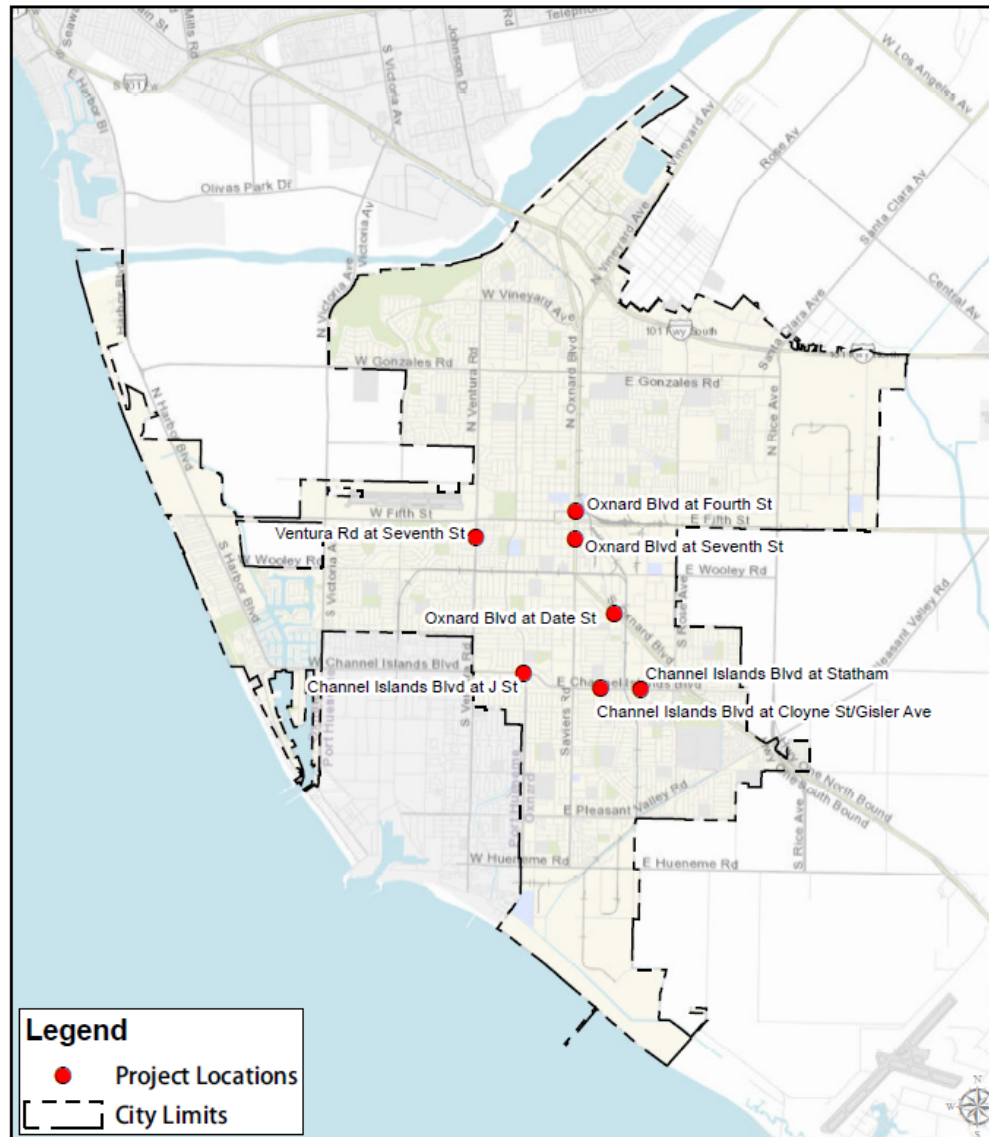
City Council
February 1, 2022

Tatiana Arnaout, PE
City Engineer

That the City Council approve and authorize the following for a total of \$3,599,880 in Project funds for the Traffic Signal Modifications Project (7 Signals), Specification No. PW 19-98 (Project No. 183114):

1. The Mayor to execute Agreement A-8433 with Taft Electric Company in the amount of \$2,999,900 for the Project;
2. A Project contingency amount of \$299,990;
3. A Project allocation amount of \$299,990 for engineering, inspection, survey and project management; and
4. A budget appropriation recognizing grant revenue and appropriation of \$860,783 from the Federal Transportation Grant Fund (275) and appropriation of \$954,145 from the fund balance of the Air Pollution Buydown Fee Fund (118) for the Project.





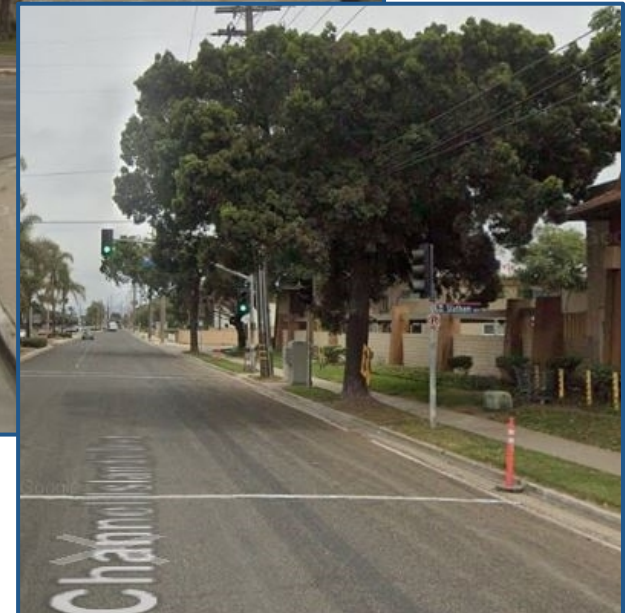
Project Locations Relative to City Limits



Traffic signal improvements will enhance circulation and mobility in the intersections and updating non-ADA compliant curb ramps and replacing crosswalks will improve pedestrian facilities.

- Work will include:
 - Replacement of signal poles, mast arms, and signal heads, signal controllers
 - LED luminaires
 - Detection loops and cameras
 - Emergency vehicle preemption
 - Pedestrian ADA curb ramps and crosswalks
 - Signage and striping
 - Tree trimming

Tree removal (Channel Islands Boulevard/Statham Street)



- The notice inviting formal bids (NIFB) for the project was published on November 18, 2021, with bids due on December 21, 2021.
- Three (3) bids were received and evaluated:

PTM General Engineering Services, Inc	\$2,739,039
Taft Electric Company	\$2,999,900
Alfaro Communications Construction, Inc	\$3,555,555

- Bids from both the lowest and highest bidders were determined to be non-responsive bids. The bid from Taft Electric Company is responsive to the City's NIFB thus is recommended by staff that City Council awards the agreement for this project to Taft Electric Company

Bids higher than the original engineer's estimate are attributed to:

- 1) Market increases for both material and labor from the post-pandemic revival and the recovering economy
- 2) Supply chain shortages, especially for steel-made traffic signal equipment
- 3) Influx of transportation funding through State Senate Bill 1 results in higher demand, which is a natural bid-environment change when a significant amount of Federal/State funding is available.

- City's Transportation Planner was successful in securing an additional \$860,783 of Highway Safety Improvement Program grant funding.
- The remaining budget shortfall is requested through a budget appropriation from the available fund balance in the Air Pollution Buydown Fee fund (118).

- Total cost for the Project is \$3,599,880 and includes:
 - Agreement A-8433 with Taft Electric Company for **\$2,999,900**
 - Project contingency of **\$299,990**
 - Engineering, inspection, survey and project management (EISPM) of **\$299,990**

Project	Fund No.	Fund Name	Current Appropriations	Available Budget	Additional Appropriations	Total Available Budget
183114 - Citwide Signal Modifications Project	118	Air Pollution Buydown Fee Fund	\$ 438,540.00	\$ 437,002.00	\$ 954,145.00	\$ 1,391,147.00
	275	Fed. Transport. My Grants Fund	\$ 1,590,770.00	\$ 1,347,950.00	\$ 860,783.00	\$ 2,208,733.00
Total			\$ 2,029,310.00	\$ 1,784,952.00	\$ 1,814,928.00	\$ 3,599,880.00

Total Available Budget after appropriation - \$3,599,880

- The total estimated cost for this Project is \$3,599,880, which includes the construction agreement A-8433 with Taft Electric Company for \$2,999,900, \$299,990 in contingency funds and \$299,990 in EISPM funds. The Traffic Signal Modifications (7 Signals) Project No. 183114 construction phase is currently funded from the Air Pollution Buydown Fee Fund (118) and the Federal Transportation Grant Fund (275) with a total project budget balance of approximately \$1,784,952.
- A budget appropriation of \$860,783 is necessary from the Federal Transportation Grant revenue fund (275), and a budget appropriation of \$954,145 is requested from the available fund balance in the Air Pollution Buydown Fee fund (118).

QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.5

DATE: February 1, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Introduction of an Ordinance Repealing and Replacing Chapter 19, Article II, Solid Waste and Recycling. (0/10/10)

RECOMMENDATION

That the City Council:

1. Determine that the proposed ordinance is exempt from California Environmental Quality Act (CEQA) under CEQA Guideline Section 15061 (b)(3), because the enhanced solid waste regulations, as provided for the proposed ordinance, will not have a significant effect on the environment, and the new State mandatory requirements strengthen the City's handling of solid waste, recyclable materials and organic materials for the protection of the environment; and
2. Introduce an Ordinance for first reading (by title only, waiving further reading), repealing and replacing Chapter 19 of the Oxnard City Code relating to solid waste and recycling.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/MZ_98z-rYL0

BACKGROUND

In 2016, the State of California passed Senate Bill 1383 (SB 1383) which is intended to reduce "short-lived climate pollutants" entering the atmosphere. Currently, the State of California's overall waste stream causes over 27 million tons of organic waste per year that ends up in landfills. This organic waste decomposes and releases methane into the atmosphere where it combines with other gases to significantly contribute to climate change. SB 1383 establishes a statewide target to achieve a goal of 75% reduction in the landfilling of organic waste by 2025. To achieve compliance with the State mandates, California municipalities must adopt updated solid waste and recycling ordinances that include provisions to implement and enforce SB 1383.

The current City of Oxnard Ordinance, Chapter 19, Article II - Solid Waste; Recycling was originally passed in 1964 and last updated in 1995. Chapter 19, Article II will be updated with new language in order to comply with the provisions now required by the State for implementation of SB 1383.

DISCUSSION

The proposed, updated Ordinance (Attachment A) will replace the current Ordinance, Chapter 19, Article II, Solid Waste and Recycling to ensure continued compliance with SB 1383 and meet the new State requirements. The changes proposed are based primarily on the State's recommended language and reflect the most substantial changes to municipal solid waste management since the State's adoption of Assembly Bill 939 (AB 939) in 1989. Furthermore, just changing the City's ordinance is not enough. The City's Environmental Resource Division is a full-service solid waste utility and operator of a regional materials recovery facility (MRF). Therefore, this updated ordinance addresses and implements

changes across several operational elements to account for the State requirements of SB 1383, unlike other municipalities in the County that have solid waste franchise agreements.

Significant updates in the proposed Ordinance to address the State's mandates of SB 1383 include:

1. Expanded language and new category for Commercial Edible Food Generators
2. Mandatory organics recycling service for all residential customers
3. Mandatory organics recycling service for all multi-family and commercial customers, except those qualifying for waivers
4. Authorizing the City to change service levels to correspond with disposal volumes
5. Requiring customers to maintain security of their containers/carts
6. Venues/Events with food sales/vendors will be required to meet SB 1383 requirements (eg. Strawberry Festival, Tamale Festival, Multicultural Festival)
7. City must provide education and outreach programs, tracking and reporting for residential, commercial and multi-family customers
8. City must conduct regular monitoring of containers/carts for contamination and issue notifications to violators
9. Tracking of the implementation of food donation programs by customers that generate specific types and amounts of organic waste
10. Annual reporting to CalRecycle on implementation progress and tracking City purchases of post-consumer recycled-content paper products
11. Enforcement by the City, including fines and penalties, if necessary, commencing on January 1, 2024
12. New trash enclosure standards for new developments and tenant improvements

The City of Oxnard has implemented several operational changes in anticipation of SB 1383. Since 2014, the Environmental Resources Division has provided a commercial food waste collection program, which currently services several businesses. Staff has contacted approximately 3,000 businesses and multi-family units subject to the SB 1383 by phone, email and/or U.S. mail to inform them of the new State requirements. An outreach, education, identification and data tracking/reporting system for businesses falling within SB 1383 mandates has been developed and reported to CalRecycle.

Many training and operational adjustments have been implemented at the Del Norte Regional Recycling and Transfer Station. On January 3, 2022, the Environmental Resources Division commenced weekly collection of residential organics (green waste) containers to allow residential customers to properly dispose of food waste.

Impacts to Residential Customers

The most significant element of SB 1383 affecting residential customers is the requirement for municipalities to provide residential customers with a food waste collection program. Approximately 37,000 residential customers are serviced weekly by the City of Oxnard Environmental Resources Division. Approximately 5% of residential customers have only two-container service; one container/cart for trash and one container/cart for mixed recyclables. These circumstances originated during the development approval process and were the result of limited space for a third container/cart and/or landscaping services being provided by a homeowners' association (HOA). Staff will be conducting outreach to these customers to provide options for food waste.

Prior to January 1, 2022, the trash containers were serviced weekly. However, the mixed recyclables and organics (green waste) containers were collected on alternating weeks. After thorough review of the residential requirements of SB 1383; analysis of Oxnard residential collection and container options; and limited local options for organic material processing, it was determined that utilization of the existing organic waste (green waste) container to collect bagged residential food waste weekly is the best option for City operations. Weekly service of all three containers/carts commenced January 3, 2022.

As of January 1, 2022, all residential customers with three carts will receive weekly collection of all three containers/carts. This is the most common option chosen by California municipalities. Education and outreach materials have been developed in English and Spanish to assist customers in the transition. There will be no changes in cost to the residential customer associated with the standard operational elements described above. However, if a customer chooses to add or change service levels, the current rates will apply for services.

Impacts to Multi-Family and Commercial Customers

The most significant element of SB 1383 affecting multi-family and commercial customers is the requirement for municipalities to provide an additional food waste container for all customers, regardless of their weekly generation volumes. Approximately (500) multi-family and (2,500) commercial customers are serviced weekly by the City. In cases where multi-family or commercial customers do not currently have a food waste container, and can not provide proof of a “third party” or “self haul” participation in a program compliant with SB 1383, an additional organics container will be added to their City service beginning April 1, 2022 under the new Ordinance.

Starting January 1, 2024, fines can be assessed in cases of non-compliance. The amount charged for fines and fine structures will be determined in a separate process through City Council.

Multi-Family and Commercial customers do not have to use City services for the organics container and have options through third-party vendors or they can self-haul. However, customers must report this information to the City in order to remain compliant. Again, if a customer has not reported this information to the City, then an additional organics container will be added to their City service beginning April 1, 2022 under the new Ordinance, which will increase their monthly solid waste charge. The current cost for weekly City service of one commercial and multi-family unit organic container is \$63.80 per month.

Multi-family customers and commercial customers receiving food waste services through a “third party,” “self haul,” or “backhauling” program must complete a City of Oxnard Alternative Service Certification Form (Attachment C) every five years. This will allow the City to report accurate information to CalRecycle and remain compliant with SB 1383 mandates. This Alternative Services Certification form can be downloaded as a PDF from our web page for multi-family at oxnard.org/apartment-condo-service/ and for businesses at oxnard.org/commercial-service/ and either emailed or sent via U.S. Mail to the City; address and email are provided on the form. A sample of the City of Oxnard Alternative Service Certification Form is attached to this report as Attachment C.

In select circumstances where space limitations prevents any additional containers from being added to multi-family or commercial customer service locations, or the location’s generation volume is below the specified threshold by the State, a City of Oxnard Space Conditions Waiver (Attachment D) is required to demonstrate to CalRecycle that all other service options have been exhausted. It should be noted that the State criteria for issuing either of these waivers to a customer is rather stringent and requires significant backup documentation. The acceptance of such waiver requests by the City will be per the State’s criteria and therefore infrequent and managed on a case-by-case basis. Waivers can be downloaded as a PDF from our web page at oxnard.org/apartment-condo-service/ or oxnard.org/commercial-service/ and either emailed or sent via U.S. Mail to the City; address and email are provided on the form. A sample of the City of Oxnard Space Conditions Waiver is attached to this report as Attachment D.

SB 1383 Education / Outreach Efforts To-Date

Staff have been actively involved in setting up the City for successful compliance with SB 1383. A critical aspect of this law’s implementation is the outreach and education to all of our customers to ensure participation and mitigate contamination. Some of the key efforts made by staff to date are:

1. Sent three separate notifications in the single-family residential utility bills (October 2021, November 2021 & December 2021)
2. Sent certified letters to businesses and multi-family units providing information on SB 1383 and how to comply
3. Updating the tracking database to comply with CalRecycle reporting requirements
4. Working closely with the Collections staff to ensure sufficient inventory and timely delivery of new containers when requested by customers
5. Providing all city department staff who routinely interface with the public, key talking points and links to online resources (Utility Billing, Customer Service, Public Information, etc)
6. Conducting field account verification to ensure database accuracy
7. Updating relevant pages on the Division’s webpages and continue to monitor for accuracy
8. Creating online forms to encourage business participation
9. Updating the Oxnard Recycles online tool and mobile application for accuracy

10. Identifying and engaging pilot project locations to test viability of different program offerings, (i.e. selecting a multi-family and commercial business locations to test different educational and outreach modalities to determine scalability)
11. Providing multi-family and commercial businesses with bilingual printable PDFs to display at their properties and/or use for staff or tenant education
12. Attending CalRecycle trainings and providing that information to relevant staff affected by SB 1383 implementation
13. Researching vendors and preparing to purchase backyard and countertop compost containers for residents
14. Conducted pre-implementation sampling of the residential waste stream to determine the baseline level of contamination (i.e. prevalence of recycling and organics in the trash) for educational purposes

SB 1383 Future Education / Outreach Efforts

1. The official re-launch of the backyard composting program to coincide with food scraps recycling
2. Sending an annual certified letter to any identified non-compliant businesses with information on how to become in compliance; providing compliance information during new project or tenant improvement development review
3. Incorporating SB 1383 education in all future special events and program advertising and outreach
4. Developing an educational video for single-family residential customers demonstrating the best practices when placing carts out for servicing
5. January 1, 2024 - enforcing the law once the Ordinance is adopted to ensure the city's compliance with CalRecycle
6. Continue to use social media to inform and educate residents about SB 1383 requirements

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no fiscal impact at this time. All new services required by SB-1383 and this new Ordinance will be charged per the current rate model, when applicable. Because this is an unfunded State mandate, staff will continue to evaluate and determine if recent operational changes create any financial impacts.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brian Yanez, Assistant Public Works Director, Todd Vasquez-Housley, Environmental Resources Division Manager

ATTACHMENTS

1. PROPOSED Oxnard City Code Chapter 19 Article Solid Waste And Recycling Organics Ordinance
2. CURRENT Oxnard City Code Chapter 19 Article Solid Waste and Recycling Organics Ordinance
3. Alternative Service Certification
4. Special Conditions Waiver Form
5. Solid Waste Ordinance Presentation

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, REPEALING AND
REPLACING ARTICLE 2, OF CHAPTER 19 OF THE OXNARD CITY CODE,
RELATING TO SOLID WASTE AND RECYCLING

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their city to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment;

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires the City to implement a Mandatory Commercial Recycling program;

WHEREAS, State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires the City to implement a Mandatory Commercial Organics Recycling program;

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the City, residential households, Commercial Businesses, and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support the achievement of Statewide Organic Waste disposal reduction targets;

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the City to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed of, be recovered for human consumption; and

WHEREAS, Requirements in this ordinance are consistent with other adopted goals and policies of the City including elements of the strategic plans adopted by City Council on March 16, 2021.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Article 2, of Chapter 19 of the Oxnard City Code, is hereby repealed and replaced in its entirety to read as follows:

“ARTICLE II. SOLID WASTE and RECYCLING

DIVISION 1. IN GENERAL

SEC. 19-150. FINDINGS & PURPOSE.

The City finds and declares:

The collection, transportation, processing, marketing, transfer and disposal of Solid Waste and recyclables by qualified persons is necessary to protect the public health, safety and general welfare and to implement State law. For these reasons, collecting, transporting, processing, marketing, transferring and disposing of Solid Waste and recyclable materials requires regulation and control by the City in the manner set forth in this Code, including, but not limited to, this Article.

SEC. 19-151. DEFINITIONS.

(A) For the purposes of this Article, the following words shall have the following meanings. Any words or phrases relating to Solid Waste that are not defined in this Article shall have the meaning applied to them in Cal. Pub. Res. Code, Sections 40000 et seq.

(B) Whenever reference is made herein to any portion of this Article, any other ordinance, resolution or Regulation of the City, or any law of this State, the reference shall be deemed to apply to all amendments and additions heretofore or hereafter made to such ordinances, resolutions, Regulations or laws.

1. ARTICLE - Article II of Chapter 19 of the Oxnard City Code and any Regulations issued pursuant hereto.
2. CALRECYCLE means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on the City (and others).
3. CALIFORNIA CODE OF REGULATIONS or “CCR” means the State of California Code of Regulations. CCR references in this Article are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
4. CHARGES - Money paid for Solid Waste, recycling, and related services. Charges and Rates are synonymous.
5. CITY - means the City of Oxnard, California.
6. COMMERCIAL BUSINESS or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall,

industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Article.

7. CONTAINER COLLECTION SERVICES means the City's method for collecting and transporting collected materials from single-family, multi-family, commercial, and industrial waste generators. The city may authorize either a three or two bin collection system that is in compliance with color, size, and labeling requirements of SB 1383, 14 CCR Section 18982.2.

8. CONTAINER CONTAMINATION or "Contaminated Container" means a container, regardless of color, that contains Excluded Waste and/or contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

9. CONSTRUCTION & DEMOLITION or C&D means construction and demolition debris.

10. CURBSIDE - A curb located adjacent to a street or alley located within the City.

11. ENFORCEMENT ACTION means an action of the City Enforcement Official to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

12. ENFORCEMENT OFFICIAL means the public works director or designee, environmental resources division manager, code enforcement personnel, Ventura County administrative official, chief operating officer, executive director, or other executives in charge or their authorized designee(s) who is/are partially or wholly responsible for enforcing this Article.

13. EVENTS AND VENUES means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 1,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event; or a permanent venue facility that annually seats or serves an average of more than 1,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility.

14. EXCLUDED WASTE means hazardous substances, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City, or its designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

15. **NON-LOCAL ENTITY** means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):
- 1) Special district(s) located within the boundaries of the City,
 - 2) Federal facilities, including military installations, located within the boundaries of the city.
 - 3) Prison(s), except privately run prisons, located within the boundaries of the City.
 - 4) Facilities operated by the State park system located within the boundaries of the City.
 - 5) Public universities (including community colleges) located within the boundaries of the City.
 - 6) County fairgrounds located within the boundaries of the City.
 - 7) State agencies located within the boundaries of the City.
16. **NONRESIDENTIAL USE** - A use on a lot that does not contain one or more residential dwellings or uses.
17. **OCCUPANT** - The person who is entitled to use and occupy any lot located in the City, including buildings and structures located thereon.
18. **ORGANICS CONTAINER** - has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Organic Material including any Solid Waste material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape, and pruning waste, organic textiles and carpets, lumber, wood, compostable paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
19. **ORGANIC MATERIAL** means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, food scraps, fats, oils and grease (FOG), living material, landscape and pruning waste, organic textiles and carpets, lumber, wood, compostable paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
20. **OWNER** - The legal owner of any lot located within the City.
21. **PROCESSED MATERIALS** - Recyclable materials, including compostable organic materials that have been processed or pre-processed by a processing facility.
22. **RECYCLING CONTAINER** - means a container that is part of a two or three-container waste collection service that complies with the requirements of the City and has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of the storage and collection of source separated Recyclable Materials for the use or temporary storage of recyclable materials.
23. **RECYCLABLE MATERIALS** - Materials that are discarded with the intent that they be collected for return to the economic mainstream in the form of processed materials, rather than becoming Solid Waste deposited in a landfill, and may include non-organic recyclables, which includes non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43), paper, cardboard, metal, plastics, wood, construction and demolition materials,

and other materials specified by the city manager for inclusion in the City's recycling and diversion programs, but shall not include Excluded Waste.

24. **RECYCLING OR PROCESSING FACILITY** - Means a facility, licensed and authorized by the City or another public agency where recyclable materials are separated or aggregated, sorted, or otherwise pre-processed, processed and/or prepared for marketing to an end user of the processed materials.

25. **REFUSE CONTAINER** means a container that is part of a two or three-container waste collection service and has the same meaning as in as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5) and shall be used for the purpose of storage and collection of Solid Waste including refuse, trash, non-Recyclable Materials, non-Organic Wastes but shall not include Excluded Waste.

26. **REGULATIONS** - Written regulations and amendments thereof issued by the city manager or through State or Federal laws pursuant to this Article.

27. **REMOTE MONITORING** means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of collection containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

28. **RESIDUAL MATERIALS** - That portion of Recyclable Materials delivered to a processing facility that is leftover and must be disposed of after the Recyclable and/or Organic Materials have been processed and/or diverted from the waste stream sent to the landfill.

29. **SELF-HAULER** means a person, who hauls Solid Waste, Organic or Recyclable Material he or she has generated to another person or processing facility. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Solid Waste, compostable Organic Materials, or Recyclable Materials to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

30. **SINGLE-FAMILY GENERATOR** means of, from, or pertaining to any residential premises with fewer than five (5) units.

31. **SOLID WASTE** has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, non-compostable paper, non-compostable organic material, rubbish, ashes, industrial wastes, certain non-divertible demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous, manure, vegetable or animal solid and semi-Solid Wastes, and other discarded solid and semi-solid wastes, with the exception that solid waste does not include any of the following wastes:

- a. Hazardous waste, as defined in the State Public Resources Code Section 40141.
- b. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- c. Medical waste is regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste

that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

32. **SOLID WASTE DIVISION** - That division of the City that is responsible for the collection of Solid Waste and the management of services related to processing and transporting refuse, Recyclable and Organic Materials within the City.
33. **THREE CONTAINER COLLECTION SYSTEM** – the collection system used by the City to collect three Solid Waste materials streams including: Refuse or Trash, Recyclable and Organic Materials. The materials identified for each of the three containers are further defined in 14 CCR Sections 18982.2(a)(28), 18982.2(a)(5), and 18982.2(a)(29) respectively.
34. **TIER ONE COMMERCIAL FOOD GENERATOR** - means a commercial edible food generator pursuant to 14 CCR Section 18982(a)(73) that is one of the following:
 - 1) supermarket
 - 2) grocery store with a total square foot area equal to or greater than 10,000 square feet
 - 3) food service provider
 - 4) food distributor
 - 5) wholesale food vendor
35. **TIER TWO COMMERCIAL FOOD GENERATOR** - means a commercial edible food generator pursuant to 14 CCR Section 18982(a)(73) that is one of the following:
 - 1) restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet
 - 2) hotel with an on-site food preparation and service facility or kitchen and 100 or more beds
 - 3) health facility with an on-site food preparation and service facility or kitchen and 100 or more beds
 - 4) large venue
 - 5) large event
36. **TRUCK** - Any motor vehicle that transports recyclable materials within the City and that is defined as a truck in the Cal. Vehicle Code. 64 Code, Sec. 15-2) (Ord. No. 2372)
37. **WAIVER** – means the act a City Enforcement Official may take to intentionally relinquish a requirement to comply with specified sections of the law based on established criteria set forth by the City.
38. **WASTE** - any material, substance, or byproduct that has been eliminated or discarded as no longer useful. Any material that cannot be diverted, recycled, transformed, processed or otherwise repurposed rather than being sent to the landfill.

SEC. 19-152. ESTABLISHMENT OF REGULATIONS BY CITY MANAGER.

The city manager or designee shall from time to time, as deemed necessary or desirable, issue and amend Regulations relating to the collection of residential and nonresidential Solid Waste and recyclable materials and the conditions of service, including but not limited to minimum service levels; refundable deposits; standards for extra nonresidential business service; standards for keeping, collecting, removing and disposing of Solid Waste, Recyclable and Organic Materials; the sufficiency and sanitation of Solid Waste, Recyclable and Organic Materials; containers and carriers; green waste; and the sale of salvageable materials, and of products,

commodities and services incidental thereto, and the charges to be made therefor. Copies of such Regulations shall be maintained at the Solid Waste division.

SEC. 19-153. HOURS OF OPERATION AND CHARGES SET BY CITY COUNCIL.

(A) The City Council shall by resolution set hours of operation of Solid Waste and Recyclable Materials collection and hours of operation of City-owned or operated public Recycling or Processing Facilities. In the event of a local or general emergency, or pandemic, the city manager may make adjustments to hours of operation for the duration of the local or general emergency or pandemic.

(B) The City Council shall by ordinance set charges for collection of Solid Waste, Recyclable Materials, and related services. Such charges may include all costs incurred by the City in providing such services, including but not limited to the costs of employee and administrative overhead, the costs of contracts for services, and the costs of the purchase and rental of supplies and equipment, in addition to facility upgrades necessary to comply with all State and Federal laws.

SEC. 19-154. COMPLIANCE WITH ARTICLE.

Whenever compliance with the provisions of this Article is required of any person, such requirement shall include compliance with all Regulations issued by the city manager or designee pursuant to this Article.

Waivers and Exemptions

(A) Waivers: Pursuant to 14 CCR Section 18984.11 and the SB 1383 Regulations, which allow the City, at their option, to grant waivers to waste generators for physical space limitations, de minimis volumes, and/or collection frequency waivers.

(B) De Minimis Waivers - the City may waive a Commercial Business' obligation (including any/all Multi-Family Residential Dwellings) to comply with some or all of the waste collection requirements of this ordinance if that entity provides documentation that the waste generated is below a certain amount as described in C(1) below. Commercial Businesses requesting a De Minimis waiver shall:

- 1) Submit an application specifying the services for which they are requesting a waiver and provide documentation as noted below.
- 2) Provide written and photographic documentation that either:
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Green or Yellow Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Green or Yellow Container comprises less than 10 gallons per week per applicable container of the business' total waste.

- 3) Notify the City if circumstances change such that Commercial Business's Organic Material generation exceeds the threshold required for such a waiver, in which case the waiver will be rescinded.
- 4) Upon receipt of such a waiver, provide written verification of eligibility for De Minimis waiver every 5 years.

(C) Physical Space Waivers - the City may waive a Commercial Business' or property owner's obligations (including all Multi-Family Residential Dwellings) to comply with some or all of the Recyclable Materials and/or Organic Materials collection service requirements if the City has evidence from its own staff, a hauler, a licensed architect, or a licensed engineer, demonstrating that the premises lack adequate space and/or approved Waste Enclosure for the collection containers required for compliance.

1. A Commercial Business or property owner may request a physical space waiver through the following process:
 - a. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
 - b. Provide written and photographic documentation that the premises lack adequate space for the City's required three or two bin commercial collection services per State Law, including documentation from its hauler, licensed architect, or licensed engineer.
 - c. Upon receipt of such a waiver, provide written verification to the City that it is still eligible for a physical space waiver every five years.
 - d. New occupants to existing multi-tenant commercial buildings are subject to provisions in Section 19-180 of this Article.

DIVISION 2. REMOVAL AND DISPOSAL OF SOLID WASTE

SEC. 19-160. SOLID WASTE ON PRIVATE PROPERTY.

(A) No owner, occupant, or person in control of private property shall deposit, store or cause or permit to be deposited or stored any Solid Waste or non-containerized debris on such property so that such Solid Waste could or does attract rodents or pests and create a health hazard. "Rodent," as used in this subsection, means rats, mice, gophers, and squirrels. "Pest," as used in this subsection, includes any animal or insect not under human control, which is offensive to the senses or interferes with the comfortable enjoyment of life, including but not limited to roaches, mosquitoes, and flies.

(B) Every owner, occupant or person in control of private property shall properly store and maintain accumulations of Solid Waste so that they are not carried or deposited by the elements on any public right of way or public place, or on the private property of another.

(C) Single-Family Generators shall comply with the following requirements:

1. Shall subscribe to the City's two or three Container Collection Services for all Refuse (Trash), Recycling, and Organic materials generated.

2. Shall place Source Separated materials in the designated containers, non-organic, non-recyclable materials in the Refuse (Trash) container; Organic Material including bagged food waste in the Organics container; and non-compostable, Recyclable Materials in the Recycling container.
3. The City shall have the right to review and adjust the number and size of a generator's containers and/or collection frequency to evaluate the adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials.
4. Single-Family Generators shall adjust their service level for collection services as requested by the City.
5. Generators may additionally manage their Organic Material by preventing, reducing, or managing their Organic Material on-site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
6. Generators may choose to self-haul Recyclable Materials to the City's drop-off Recycling Center pursuant to Division 4 of this Article.
7. Allow access for the City or its designated agent to perform periodic Inspection of collection containers.

(D) Multi-Family Generators shall comply with the following requirements:

- 1) Shall subscribe to the City's three or two Container Collection Services for all Refuse (Trash), Recycling and Organic materials generated.
- 2) Shall place Source Separated materials in the designated containers, non-organic, non-recyclable materials in the Refuse (Trash) container; Organic Material including bagged food waste in the Organics container; and non-compostable, Recyclable Materials in the Recycling container.
- 3) Multi-Family Generators may choose to utilize the services of a 3rd party hauling company per Section 19-175-(B) and Sections 19-190 through 19-194 of this Article provided that the Multi-Family Generator is able to respond to the City's request to
 - a. Inspect the 3rd Party hauling company's bins, and/or
 - b. Receive an annual report of types of materials, volumes, and frequency being managed by the 3rd Party hauling company
 - c. Provide a refundable deposit in amount not to exceed \$5,000.
- 4) The City shall have the right to review and adjust the number and size of a generator's containers and/or collection frequency to evaluate the adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials.
- 5) Multi-Family generators shall adjust the service level for their collection services as requested by the City.
- 6) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees, contractors, or tenants from placing materials in a container not designated for those materials per the city's Three Container Collection service or, if self-hauling, per the requirements Section 19-190.
- 7) Generators may choose to manage their Organic Waste by preventing, reducing, or managing their Organic Material on-site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- 8) Generators may choose to self-haul recyclable materials to the City's drop-off Recycling Center pursuant to Division 4 of this Article.
- 9) Allow access for the City or its designated agent to perform periodic inspection of collection containers and/or enclosures.
- 10) Provide education information before, or within fourteen (14) days of, occupation of the premises by new tenants that describes requirements to keep Source Separated Organic and Recyclable Materials separate from Solid Waste (when applicable), maintaining the security of the containers to prevent illegal access, the location of containers, and the rules governing their use at each property.

(E) Commercial Businesses shall comply with the following requirements:

1. Shall subscribe to the City's three or two Container Collection Services for all Refuse (Trash), Recycling and Organic Wastes generated.
2. Shall place Source Separated materials in the designated containers, non-organic, non-recyclable materials in the Refuse (Trash) container; organic material including bagged food waste in the Organics container; and non-compostable, Recyclable Materials in the Recycling container.
3. Commercial Business Generators may choose to utilize the services of a 3rd party hauling company per Section 19-175-(B) and Sections 19-190 through 19-194 of this Article provided that the Commercial Business Generator is able to respond the City's request to
 - a. Inspect the 3rd Party hauling company's bins, and/or
 - b. Receive an annual report of types of materials, volumes, and frequency being managed by the 3rd Party hauling company
 - c. Provide a refundable deposit in amount not to exceed \$5,000
4. The City shall have the right to review and adjust the number and size of a generator's containers and/or collection frequency to evaluate the adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials.
5. Commercial Business generators shall adjust the service level for their collection services as requested by the City.
6. To the extent practical through education, training, inspection, and/or other measures, prohibit employees, contractors, or tenants from placing materials in a container not designated for those materials per the City's three or two Container Collection Services or, if self-hauling, per the requirements Section 19-190 of this Article.
7. Generators may choose to manage their Organic Materials by preventing, reducing, or managing their Organic Material on-site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
8. Generators may choose to self-haul recyclable materials to the city's drop-off Recycling Center pursuant to Division 4 of this Article.
9. Annually provide information to employees, contractors, tenants, and customers about Edible Food and Organic Materials recovery requirements and about proper sorting of Source Separated Organic and Recyclable Materials.

10. Provide education information before, or within fourteen (14) days of, occupation of the premises by new tenants that describes requirements to keep Source Separated Organic and Recyclable Materials separate from Solid Waste (when applicable), maintaining the security of the containers to prevent illegal access, the location of containers, and the rules governing their use at each property.
11. Provide or arrange access for the City, or its agent, to their properties during all inspections conducted in accordance with this Code to confirm compliance with the requirements of this Article.
12. Provide customers with recycling and organics collection containers to collect material purchased on the premises that is located adjacent to the designated container for trash, except in restrooms.
13. Ensure that the containers are visible and easily accessible, clearly marked with educational signage.
14. Full-service restaurants are exempt from this requirement if the full-service restaurant provides its employees a commercial solid waste recycling bin or container to collect material purchased on the premises and implements a program to collect recyclable commercial solid waste.
15. Shall develop model signage that businesses may utilize in implementing such waste diversion requirements.
16. A property owner of a multifamily residential dwelling with common areas shall also provide recycling and organics collection containers located adjacent to Refuse (Trash) containers.

(F) All Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed of.
2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Generators may choose to manage their Organic Materials by preventing, reducing, or, managing Organic Materials on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
6. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

- c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address, and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(G) Nothing in this Article shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

(H) Venue or Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at Venues or Events to comply with the requirements of this Section

SEC. 19-161. SOLID WASTE ON STREETS, ALLEYS AND CITY PROPERTY.

No person shall deposit or cause or permit to be deposited, any Solid Waste on any public right-of-way, or on any property owned or leased by the City, except in receptacles or areas specifically designated waste enclosures and/or containers or provided for that purpose.

SEC. 19-162. NOTICE TO REMOVE SOLID WASTE ON PRIVATE PROPERTY; APPEAL OF NOTICE.

(A) The city manager, public works director or designee shall give written notice to persons determined to be in violation of this Article to remove and properly dispose of the Solid Waste. Such notice shall be prominently posted on the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the owner, occupant or person in control of the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the person who deposited or caused or permitted to be deposited Solid Waste on public property.

(B) The notice shall require that the Solid Waste be removed within three days of receipt of the notice or that the person addressed make alternate arrangements with the city manager, and shall state that if the Solid Waste is not removed, the City will remove and properly disposed of the Solid Waste and the person addressed will be billed for the cost thereof.

(C) Before the time set for the removal of the Solid Waste by the City, the person addressed in the notice may file with the city clerk a written request for review by the City Council of the contemplated City action, which request shall operate to delay the City in removing the Solid Waste from private property and assessing the costs of removal, but shall not prevent removal of Solid Waste from public property.

(D) If a person or property has received the notice set forth in Subsection (A) above, for violations on three (3) or more different dates, the city manager or his designee may immediately increase service levels to the property and bill the property owner or occupant for the costs of such increased service levels until such time as the city manager, or his designee, deem that the increased service levels are no longer warranted. The property owner or occupant may submit a request, along with documentation to support the request, for a reduction in service level and such may be granted if the city manager, or his designee, upon finding that the need for increased service levels are no longer necessary.

SEC. 19-163. REMOVAL OF SOLID WASTE BY CITY.

The city manager or designee may cause Solid Waste deposited in violation of this Article to be removed and properly disposed of upon failure, neglect or refusal of the person so notified to properly dispose of such Solid Waste within three days after receipt of written notice as provided in Section 19-162, or within five days after the date a notice is returned to the Solid Waste division because of inability to make delivery thereof; provided, that the same was properly addressed to the last known address of the owner, occupant or person in control of the private property on which the accumulation exists, or of the person who deposited Solid Waste on public property.

SEC. 19-164. CHARGES FOR REMOVAL AND DISPOSAL OF SOLID WASTE BY CITY.

When the City has so affected the removal of Solid Waste, the person notified pursuant to Section 19-162 shall be personally liable to the City for a charge for removal and disposal. The City may add the charge to the Solid Waste bill of such person(s) or take other action to collect the charge. Any action described in this article taken by the City to remove and dispose of Solid Waste shall not bar criminal prosecution for violation of this article or preclude civil suit to collect amounts due.

SEC. 19-165. STREET SWEEPING.

In addition to other methods of removing Solid Waste from public rights-of-way provided in this Article, the City may provide street sweeping services to prevent Solid Waste from accumulating in rights-of-way. The City Council may prescribe charges for such services. Such charges shall be included in the charges for collection of Solid Waste and shall be payable by the persons liable for such charges.

SEC. 19-166. TRUCKS TRANSPORTING SOLID WASTE OR RECYCLABLE MATERIALS.

(A) The bodies of trucks transporting Solid Waste or Recyclable Materials shall be enclosed or have a covering securely placed over the entire load to prevent spilling of any part of the load. Trucks transporting Solid Waste shall comply with Cal. Vehicle Code, Section 23115.

(B) Each person operating a truck used to transport Solid Waste or Recyclable Materials shall have on the truck a broom, shovel, and other equipment necessary to clean and pick up any Recyclable Materials spilled, dropped, or deposited from the truck on any public or private property, and shall clean up, pick up, transport and haul away any such Solid Waste or recyclable materials.

(C) All trucks and other equipment used to transport Solid Waste or Recyclable Materials shall at all times be maintained in a good and safe mechanical condition, with a neat and presentable appearance. All such trucks and other equipment shall be available at all reasonable times for inspection by an authorized representative of the City.

(D) Each truck used to transport Solid Waste or Recyclable Materials, except for trucks owned and operated by the City or trucks used pursuant to subsection (C) of Section 19-175 or subsections (C) or (E) of section 19-190, shall display the name, address and telephone number of the person transporting Solid Waste or Recyclable Materials on both sides of the exterior of the truck in such a manner and size as to be legible.

SEC. 19-167. BURNING SOLID WASTE.

No person shall burn Solid Waste.

SEC. 19-168. HAZARDOUS WASTE IN SOLID WASTE CONTAINERS.

No person shall place hazardous waste in any Solid Waste container.

SEC. 19-169. RESIDENTIAL SUBDIVIDERS TO PAY FOR SOLID WASTE CONTAINERS.

Any subdivider who subdivides property into residential lots shall pay to the City the amount of money estimated by the city manager to be required to purchase the appropriate Solid Waste containers for each such residential lot, in order that at occupancy the City may provide one or more Solid Waste containers for each residence.

DIVISION 3. COLLECTION AND CHARGES

SEC. 19-175. EXCLUSIVE RIGHT TO COLLECT SOLID WASTE.

(A) The collection, removal and disposal of all Solid Waste, including Solid Waste generated by residential, commercial, agricultural, construction or demolition uses within the City, may be performed by the City or its authorized representatives. No other person may engage in the collection, removal and disposal of Solid Waste, except as provided in subsections (B) and (C) of this Section.

(B) A person holding a City business license for the collection, removal and disposal of Solid Waste may collect construction and demolition debris from roll-off boxes and remove and dispose of such debris pursuant to Sections 19-190 through 19-194.

(C) An owner or occupant may collect, remove and dispose of Solid Waste created by activities on the lot owned or occupied by such person, provided that such person uses his/her own resources to effect the collection, removal, and disposal, or contracts for such services only with the person who engaged in the activities that created the Solid Waste.

(D) Requirements for Self-Haulers, Back-Haulers, and 3rd Party Haulers are as follows:

1. Shall source separate all recyclable and recovered organic waste in a manner consistent with 14 CCR Section 18984.1 and 18984.2 or haul the material to an approved High Diversion Organic Waste Processing Facility (18984.3).
2. Self-Haulers, Back-Haulers, and 3rd Party Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected to the City if requested.
3. Self-Haulers, Back-Haulers and 3rd Party Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Recyclable and Organic Material delivered to each Solid Waste processing or transfer facility, operation, activity, or property that processes or recovers Recyclable and/or Organic Material; this record shall be subject to inspection by the City.
4. The records shall be made available to the City quarterly and include the following information:
 - a. Delivery receipts and weight tickets from the entity accepting the waste.
 - b. The amount of material in volume or weight transported by the generator to any approved entity.
 - c. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Recyclable and Organic Materials
5. 3rd Party Haulers will, upon renewal of their City Business License, respond to requests by the city manager or a designated City Enforcement Official documenting the amount of Recyclable or Organic Material transported on behalf of their client to an approved processing facility permitted to handle Recyclable and/or Organic Material for processing, transport or transformation.

SEC. 19-176. EXTRA NONRESIDENTIAL SERVICE.

Any person desiring more than the minimum Solid Waste collection service may apply to the Solid Waste division for extra service and shall be charged the associated rate for that service.

SEC. 19-177. UNAUTHORIZED COLLECTION.

No person except authorized City officers and employees shall collect, remove, convey, or cause or permit to be removed, collected, or conveyed, any Solid Waste on or along any public right-of-way in the City. This Section shall not apply to any person with whom the City has entered into a contract for the collection, removal, and disposal of Solid Waste, or to any person or business who holds a City business license for the collection, removal, and disposal of Solid Waste, or to any employee of such persons, while such contract or license is in force.

SEC. 19-178. INTERFERENCE WITH COLLECTION.

No person shall interfere with or obstruct the collection, transportation, disposal or processing of Solid Waste.

SEC. 19-179. INTERFERENCE WITH SOLID WASTE CONTAINERS.

No person other than the owner or occupant, or a person to whom the owner or occupant has given consent, or an officer or employee of the City, or a person or an employee thereof holding a contract with the City or a business license issued by the City for the collection, removal, and disposal of Solid Waste, shall interfere in any manner with any Solid Waste container or the contents thereof, or place materials within or remove the contents from any Solid Waste container.

SEC. 19-180. TRASH ENCLOSURE STANDARDS AND CALGREEN

Persons applying for a permit from the City for new construction and building additions and alterations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to the City's building and/or planning code for complete CALGreen requirements.

For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

(A) Any new occupants of a Commercial Business, multi-tenant commercial property, and/or multi-family dwelling of 5 units or more, where existing buildings on the site are identified for the storage and collection of Recyclable and/or Organic Materials, consistent with the City's three or two-container collection program, shall comply with a provision requiring adequate space for Recycling and Organics Materials management pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(B) New construction and/or alterations resulting in more than 30% of the floor space shall add, modify or expand existing trash enclosures for existing commercial, transient residential (hotel/motel/spa), and for existing multi-family residential projects to ensure that the enclosure(s) is appropriately sized and adequately maintained so that access doors function and the structure does not fall into disrepair. Failure to comply may result in Enforcement Action.

(C) All Commercial Businesses and multi-family dwellings of 5 units or more shall:

- a. comply with CALGreen requirements and applicable laws related to management of C&D, including the documentation of the diversion of Recyclable and Organic Waste in C&D from disposal.

- b. comply with the City's C&D written and published policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D materials.

SEC. 19-181. COLLECTION IN ANNEXED AREAS.

When the City annexes an area in which, for at least the immediately preceding three years, private Solid Waste collection service of at least the quality and frequency of service provided by the City has been provided by an operator holding a County franchise, license or permit, the operator may continue to provide such service to the existing service area for the period provided by Cal. Pub. Res. Code, Section 49520 after the City mails notice to the operator that after such a period the City will provide exclusive service to the area. The City and the operator may provide mutually satisfactory terms for the operator's termination of service before such period expires.

SEC. 19-182. OCCUPANTS LIABLE FOR CHARGES; CHARGES TO BE BILLED TO WATER METER USER.

All occupants are liable for charges for Solid Waste collection services. In the case of premises containing more than one dwelling unit or place of business or both that are served by a single water meter, such charges may be billed to the landlord or water meter user, who shall collect such charges from the occupants thereof and transmit the amount so collected to the City. In the event the landlord or water meter user fails to collect such charges from any such occupant and remit the charges to the City, the landlord or water meter user shall be liable to the City for the payment of such charges.

SEC. 19-183. CHARGES ADDED TO UTILITY BILL; PAYMENT; ADJUSTMENT FOR HIGHER RATES.

Whenever possible, charges for the collection of Solid Waste and Recyclable Materials and related services shall be added to City utility bills. Such charges shall be for the period covered by the utility bills, and shall be payable at the same time and in the same manner as utility bills. Bills for a fractional part of a billing period may be prorated in a manner approved by the city manager. Whenever it is not possible to determine the total amount of such charges to be added to the utility bill, or if such charges must be billed separately, bills for such services may be rendered and payment of such charges may be made quarterly or monthly, in advance, as directed by the city manager.

SEC. 19-184. DELINQUENT BILL; AUTHORITY TO DISCONTINUE UTILITY SERVICE.

When a customer's bill for the collection of Solid Waste, Recyclable Materials and related services at a service location becomes delinquent, and water is furnished to the customer through one or more services at the same or different locations, all such water services may be shut off. In addition, the City shall have the authority to discontinue water service or Solid Waste and Recyclable Materials service, or both, without notice for failure to comply with this Article or the rules and regulations promulgated by the city manager pursuant to this Article. The charges and procedures for resumption of water service shut off pursuant to this Article shall be those found in Chapter 22. As an additional remedy, an action in the name of the City may be commenced in any court of competent jurisdiction for the amount of any delinquent charges; and if legal action is brought by the City or its assignee to enforce collection of any amount charged

and due under this Article, any judgment rendered in favor of the City shall include costs of suit incurred by the City or its assignee, including reasonable attorneys' fees.

SEC. 19-185 BILLING AND COLLECTION - DELINQUENT REFUSE BILL.

Should a customer fail to pay a fee or charge for refuse service, within one month after the billing date provided on the face of the bill, the City shall assess a penalty in an amount of 10% of the overdue balance.

DIVISION 4. RECYCLABLE AND ORGANIC MATERIALS

SEC. 19-190. COLLECTING, TRANSPORTING, PROCESSING AND MARKETING RECYCLABLE AND ORGANIC MATERIAL.

No person shall collect, transport, process or market Recyclable Materials within the City unless such person is:

- (A) An officer or employee of the City acting in the course of that individual's official duty;
- (B) A person holding a City business license (authorized 3rd Party Hauler) for the collection, transportation, processing or marketing of Recyclable Materials or an employee of such person;
- (C) An owner or occupant, provided that such person transports only those Recyclable Materials that are generated on the lot owned or occupied by such person to a buy back center, drop off center or other facility certified pursuant to Cal. Pub. Res. Code, Sections 14500 et seq.;
- (D) The holder of a City business license for a Recycling Facility or Processing Facility, or an officer or employee of the licensee; or
- (E) An agent or employee of, or a volunteer authorized by, a nonprofit organization that collects recyclable materials or processed materials as a part of a fund-raising activity for the benefit of such nonprofit organization.

SEC. 19-191. REMOVAL OR INTERFERENCE OF COLLECTION CONTAINERS.

- (A) Containers for the temporary storage of Solid Waste, Recyclable and Organic Materials generated on any lot shall comply with all applicable provisions of this Article and this Code.
- (B) No person, other than the persons specified in section 19-190, shall remove or interfere in any way with collection containers or the contents thereof, after the same is placed for collection at an authorized collection location by the occupant or owner of the lot on which the Recyclable Materials were generated.
- (C) Notwithstanding any other provision of this Code, violation of this Section is hereby declared to be an infraction punishable in accordance with the provisions of Chapter 1 of this Code, relating to punishment for infractions.

(D) As an alternative to subsection (C) of this Section, the city attorney is authorized to bring a civil suit at law or equity against any person who violates this Section. In any such civil suit, the court shall either allow treble damages, as measured by the value of the material removed or interfered with, or award a civil penalty of not more than \$1,000, whichever is greater, against the person who violated this section, for each unauthorized removal or interference, together with the City's reasonable attorneys' fees, expert and other witness fees, and all costs.

SEC. 19-192. PLACEMENT OF COLLECTION CONTAINERS.

The following provisions apply to curbside or alley Recyclable Materials collection:

(A) No person shall place, or cause to be placed for collection, any Solid Waste, Recyclable or Organic Materials, at any place, at any time or in any manner other than as provided in this Article or Regulations established thereto.

1. No person shall place, or cause to be placed for collection, any Solid Waste, Recyclable or Organic Materials at any time other than on the days established pursuant to this Article or Regulations established thereto.
2. Collection containers shall be placed for collection by the time designated by resolution of the City Council, or at any time within 12 hours prior to the designated collection time. No person shall permit collection containers of any Solid Waste, Recyclable, or Organic Materials to remain at such locations after the designated collection day.
3. Each collection container shall be returned to a location where the same is permitted to be stored pursuant to the provisions of this Code or Regulations issued pursuant thereto.

(B) Any collection container or any Solid Waste, Recyclable or Organic Materials to be placed for collection on the lot where generated adjacent to a street, shall be placed as close as practicable to the curb line or right-of-way line of the street.

(C) No collection container or any Solid Waste, Recyclable or Organic Materials shall be placed within the limits of any street or alley within the City, unless by direction of the city manager.

SEC. 19-193. TITLE TO RECYCLABLE MATERIALS.

Title to Recyclable Materials shall be deemed for all purposes to be vested in the City as of the time the materials are placed in the collection location with the intent that they be collected for recycling by the persons identified in Section 19-190.

SEC. 19-194. RECYCLING AND ORGANICS COLLECTION SERVICES.

(A) All Commercial Businesses and multi-family dwellings of 5 units or more that generate more than 4 cubic yards of Solid Waste per week are required to subscribe to Recycling Collection Services.

(B) Commercial Businesses and multi-family dwellings of 5 units or more may choose to contract with a 3rd party hauling company that is authorized to provide recycling collection services within the City, self or back-haul Recyclable Materials pursuant to section 19-175 (D).

(C) Notwithstanding the foregoing, there is nothing in this Article that prevents Generators to choose to manage their Recyclable and Organic Materials by preventing, reducing, reusing materials on site, and/or using a certified recycling center pursuant to 14 CCR Section 18984.9(c).

(D) All commercial businesses and multi-family dwellings of 5 units or more that generate more than 2 cubic yards of Solid Waste per week are required to subscribe to Organics Collection Services pursuant to Section 19-160 (D), (E).

DIVISION 5. EXCLUDED WASTES, INCLUDING HAZARDOUS MATERIALS

SEC. 19-200. UNDERGROUND STORAGE.

(A) Pursuant to Cal. Health and Safety Code, Chapter 6.7, Division 20, Section 25283 and Cal. Health and Safety Code, Chapter 6.11, Division 20, Section 25404.1, the City assumes or has previously assumed responsibility for the implementation within the Cal. Gov't Code, Title 23, Division 3, Chapters 16 and 18, pertaining to underground storage of hazardous substances, and Cal. Health and Safety Code, Chapter 6.75, Division 20, pertaining to underground petroleum storage tank cleanup, to the extent that such regulations and statutes authorize such action by the City.

(B) The City Council designates the City's Certified Unified Program Agency Program (CUPA Program) as responsible for administering and enforcing said regulations and statutes on behalf of the City. The CUPA Program may adopt regulations to implement this Division.

(C) Pursuant to Cal. Health and Safety Code, Sections 25280 et seq., and Cal. Gov't Code, Chapter 16, Division 3, Title 23, the CUPA Program shall issue, renew, revoke and modify permits to operate underground storage tanks.

(D) Pursuant to Cal. Health and Safety Code, Sections 25299.10 et seq. and Cal. Gov't Code, Chapter 18, Division 3, Title 23, the CUPA Program shall require correction action with regard to underground storage tanks and releases therefrom, including the preparation of a work plan, and shall perform, monitor or oversee corrective action as directed by the State Water Resources Control Board or the regional water quality control board.

(E) The CUPA Program shall charge, for services provided under this Division, the fees adopted therefore by resolution of the City Council.

DIVISION 8. ENFORCEMENT.

(A) Violation of any provision of this Article shall be punishable as set forth in Section 1-10 of this Code. Furthermore, violations of this Article shall constitute a public nuisance and may be abated as set forth in Article 1 of Chapter 7 of this Code. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil

actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations or cumulative size of violations exists such that court action is a reasonable use of City staff and resources.

(B) Enforcement pursuant to this ordinance may be undertaken by the city manager or their designee, legal counsel, or combination thereof.

(C) Process for Enforcement

1. The city manager or their Designee will monitor compliance with this Article randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program (that may include Remote Monitoring).
2. For incidences of Prohibited Container Contaminants found in containers, City will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 7 days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in a generator's containers on more than 3 consecutive occasion(s), the Jurisdiction may assess contamination processing fees or contamination penalties on the generator.
3. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the jurisdiction or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(D) The City may extend the compliance deadlines set forth in a Notice of Violation issued if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(E) Education Period for Non-Compliance

1. Beginning January 1, 2022 and through December 31, 2023, City will conduct inspections, remote monitoring, route reviews or waste evaluations, and compliance reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Article and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

2. Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Article, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action, as needed.”

Part 2. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _ was first read on _____, 2022, and finally adopted on _____, 2022, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Oxnard, California Code of Ordinances

ARTICLE II. SOLID WASTE; RECYCLING

DIVISION 1. IN GENERAL**SEC. 19-150. PURPOSE.**

The collection, transportation, processing, marketing, transfer and disposal of solid waste and recyclables by qualified persons is necessary to protect the public health, safety and general welfare and to implement State law. For these reasons, collecting, transporting, processing, marketing, transferring and disposing of solid waste and recyclable materials requires regulation and control by the city in the manner set forth in the code, including, but not limited to, this article.

(' 64 Code, Sec. 15-1) (Ord. No. 2372)

SEC. 19-151. DEFINITIONS.

(A) For the purposes of this article, the following words shall have the following meanings. Any words or phrases relating to solid waste that are not defined in this article shall have the meaning applied to them in Cal. Pub. Res. Code, Sections 40000 *et seq.*

(B) Whenever reference is made herein to any portion of this article, any other ordinance, resolution or regulation of the city, or any law of this State, the reference shall be deemed to apply to all amendments and additions heretofore or hereafter made to such ordinances, resolutions, regulations or laws.

(1) ARTICLE - Article II of chapter 19 of the code and regulations issued pursuant hereto.

(2) CHARGES - Money paid for solid waste, recycling and related services.

(3) CURBSIDE - A curb located adjacent to a street or alley located within the city.

(4) HAZARDOUS WASTE - Material designated as a hazardous waste, a hazardous substance or a hazardous material, pursuant to any applicable federal, State or city law.

(5) NONRESIDENTIAL USE - A use on a lot that does not contain one or more residential dwellings or uses.

(6) OCCUPANT - The person who is entitled to use and occupy any lot located in the city, including buildings and structures located thereon.

(7) OWNER - The legal owner of any lot located within the city.

(8) PROCESSED MATERIALS - Recyclable materials that have been processed by a processing facility.

(9) RECYCLING CONTAINER - A container that complies with the requirements of the city for the use or temporary storage of recyclable materials.

(10) **RECYCLING OR PROCESSING FACILITY** - Means a facility, licensed and authorized by the city or another public agency having jurisdiction, where recyclable materials are cleaned, sorted, or otherwise prepared for marketing to an end user of the processed materials.

(11) **RECYCLABLE MATERIALS** - Materials that are discarded with the intent that they be collected for return to the economic mainstream in the form of processed materials, rather than becoming solid waste, and may include paper, cardboard, glass, metal, plastic, wood, meat, vegetable or plant matter, compostables, construction and demolition materials, and other materials specified by the city manager for inclusion in the city's recycling program, but shall not include hazardous waste.

(12) **SOLID WASTE DIVISION** - That division of the city responsible for the collection of solid waste and the management of services related to recyclable materials within the city.

(13) **REGULATIONS** - Written regulations and amendments thereof issued by the city manager pursuant to this article.

(14) **RESIDUAL MATERIALS** - That portion of recyclable materials delivered to a processing facility that is left over and must be disposed of after the recyclable materials have been processed.

(15) **TRUCK** - Any motor vehicle that transports recyclable materials within the city and that is defined as a truck in the Cal. Vehicle Code.

('64 Code, Sec. 15-2) (Ord. No. 2372)

SEC. 19-152. ESTABLISHMENT OF REGULATIONS BY CITY MANAGER.

The city manager shall from time to time, as deemed necessary or desirable, issue and amend regulations relating to the collection of residential and nonresidential solid waste and recyclable materials and the conditions of service, including but not limited to minimum service levels; standards for extra nonresidential business service; standards for keeping, collecting, removing and disposing of solid waste and recyclable materials; the sufficiency and sanitation of solid waste and recyclable materials containers and carriers; green waste; and the sale of salvageable materials, and of products, commodities and services incidental thereto, and the charges to be made therefor. Copies of such regulations shall be maintained at the solid waste division.

('64 Code, Sec. 15-3) (Ord. No. 2372)

SEC. 19-153. HOURS OF OPERATION AND CHARGES SET BY CITY COUNCIL.

(A) The city council shall by resolution set hours of operation of solid waste and recyclable materials collection and hours of operation of city owned or operated public recycling or processing facilities.

(B) The city council shall by ordinance set charges for collection of solid waste, recyclable materials and related services. Such charges may include all costs incurred by the city in providing such services, including but not limited to the costs of employee and administrative overhead, the costs of contracts for services, and the costs of the purchase and rental of supplies and equipment.

('64 Code, Sec. 15-4) (Ord. No. 2372)

SEC. 19-154. COMPLIANCE WITH ARTICLE.

Whenever compliance with the provisions of this article is required of any person, such requirement shall include compliance with all regulations issued by the city manager pursuant to this article.

(' 64 Code, Sec. 15-5) (Ord. No. 2372)

DIVISION 2. REMOVAL AND DISPOSAL OF SOLID WASTE

SEC. 19-160. SOLID WASTE ON PRIVATE PROPERTY.

(A) No owner, occupant or person in control of private property shall deposit, store or cause or permit to be deposited or stored any solid waste on such property so that such solid waste could or does attract rodents or pests and create a health hazard. "Rodent," as used in this subsection, means rats, mice, gophers and squirrels. "Pest," as used in this subsection, includes any animal or insect not under human control, which is offensive to the senses or interferes with the comfortable enjoyment of life, including but not limited to roaches, mosquitoes and flies.

(B) Every owner, occupant or person in control of private property shall properly store and maintain accumulations of solid waste so that they are not carried or deposited by the elements on any public right of way or public place, or on the private property of another.

(' 64 Code, Sec. 15-6) (Ord. No. 2372)

SEC. 19-161. SOLID WASTE ON STREETS, ALLEYS AND CITY PROPERTY.

No person shall deposit or cause or permit to be deposited, any solid waste on any public right-of-way, or on any property owned or leased by the city, except in receptacles or areas specifically designated or provided for that purpose.

(' 64 Code, Sec. 15-7) (Ord. No. 2372)

SEC. 19-162. NOTICE TO REMOVE SOLID WASTE; APPEAL OF NOTICE.

(A) The city manager shall give written notice to persons determined to be in violation of section 19-160 or section 19-161 of this article to remove and properly dispose of the solid waste. Such notice shall be prominently posted on the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the owner, occupant or person in control of the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the person who deposited or caused or permitted to be deposited solid waste on public property.

(B) The notice shall require that the solid waste be removed within three days of receipt of the notice or that the person addressed make alternate arrangements with the city manager, and shall state that if the solid waste is not removed, the city will remove and properly disposed of the solid waste and the person addressed will be billed for the cost thereof.

(C) Before the time set for the removal of the solid waste by the city, the person addressed in the notice may file with the city clerk a written request for review by the city council of the contemplated city action, which request shall operate to delay the city in removing the solid waste from private property and assessing the costs of removal, but shall not prevent removal of solid waste from public property.

(' 64 Code, Sec. 15-8) (Ord. No. 2372)

SEC. 19-163. REMOVAL OF SOLID WASTE BY CITY.

The city manager may cause solid waste deposited in violation of sections 19-160 or 19-161 to be removed and properly disposed of upon failure, neglect or refusal of the person so notified to properly dispose of such solid waste within three days after receipt of written notice as provided in section 19-162, or within five days after the date a notice is returned to the solid waste division because of inability to make delivery thereof; provided, that the same was properly addressed to the last known address of the owner, occupant or person in control of the private property on which the accumulation exists, or of the person who deposited solid waste on public property.

(' 64 Code, Sec. 15-9) (Ord. No. 2372)

SEC. 19-164. CHARGES FOR REMOVAL AND DISPOSAL OF SOLID WASTE BY CITY.

When the city has so effected the removal of solid waste, the person notified pursuant to section 19-162 shall be personally liable to the city for a charge for removal and disposal. The city may add the charge to the solid waste bill of such person or take other action to collect the charge. Any action described in this article taken by the city to remove and dispose of solid waste shall not bar criminal prosecution for violation of this article or preclude civil suit to collect amounts due.

(' 64 Code, Sec. 15-10) (Ord. No. 2372)

SEC. 19-165. STREET SWEEPING.

In addition to other methods of removing solid waste from public rights of way provided in this article, the city may provide street sweeping services to prevent solid waste from accumulating in rights-of-way. The city council may prescribe charges for such services. Such charges shall be included in the charges for collection of solid waste and shall be payable by the persons liable for such charges.

(' 64 Code, Sec. 15-11) (Ord. No. 2372)

SEC. 19-166. TRUCKS TRANSPORTING SOLID WASTE OR RECYCLABLE MATERIALS.

(A) The bodies of trucks transporting solid waste or recyclable materials shall be enclosed or have a covering securely placed over the entire load to prevent spilling of any part of the load. Trucks transporting solid waste shall comply with Cal. Vehicle Code, Section 23115.

(B) Each person operating a truck used to transport solid waste or recyclable materials shall have on the truck a broom, shovel and other equipment necessary to clean and pick up any recyclable materials spilled, dropped or deposited from the truck on any public or private property, and shall clean up, pick up, transport and haul away any such solid waste or recyclable materials.

(C) All trucks and other equipment used to transport solid waste or recyclable materials shall at all times be maintained in a good and safe mechanical condition, with a neat and presentable appearance. All such trucks and other equipment shall be available at all reasonable times for inspection by an authorized representative of the city.

(D) Each truck used to transport solid waste or recyclable materials, except for trucks owned and operated by the city or trucks used pursuant to subsection (C) of section 19-175 or subsections (C) or (E) of section 19-190, shall display the name, address and telephone number of the person transporting solid waste or recyclable materials on both sides of the exterior of the truck in such a manner and size as to be legible.

(' 64 Code, Sec. 15-12) (Ord. No. 2372)

SEC. 19-167. BURNING SOLID WASTE.

No person shall burn solid waste.

('64 Code, Sec. 15-13) (Ord. No. 2372)

SEC. 19-168. HAZARDOUS WASTE IN SOLID WASTE CONTAINERS.

No person shall place hazardous waste in a solid waste container.

('64 Code, Sec. 15-14) (Ord. No. 2372)

SEC. 19-169. RESIDENTIAL SUBDIVIDERS TO PAY FOR SOLID WASTE CONTAINERS.

Any subdivider who subdivides property into residential lots shall pay to the city the amount of money estimated by the city manager to be required to purchase the appropriate solid waste containers for each such residential lot, in order that at occupancy the city may provide one or more solid waste containers for each residence.

('64 Code, Sec. 15-15) (Ord. No. 2372)

DIVISION 3. COLLECTION AND CHARGES**SEC. 19-175. EXCLUSIVE RIGHT TO COLLECT SOLID WASTE.**

(A) The collection, removal and disposal of all solid waste, including solid waste generated by residential, commercial, agricultural, construction or demolition uses within the city, may be performed by the city or its authorized representatives. No other person may engage in the collection, removal and disposal of solid waste, except as provided in subsections (B) and (C) of this section.

(B) A person holding a city business license for the collection, removal and disposal of solid waste may collect construction and demolition debris from roll-off boxes and remove and dispose of such debris.

(C) An owner or occupant may collect, remove and dispose of solid waste created by activities on the lot owned or occupied by such person, provided that such person uses his/her own resources to effect the collection, removal and disposal, or contracts for such services only with the person who engaged in the activities that created the solid waste.

('64 Code, Sec. 15-16) (Ord. No. 2372)

SEC. 19-176. EXTRA NONRESIDENTIAL SERVICE.

Any person desiring more than the minimum solid waste collection service may apply to the solid waste division for extra service.

('64 Code, Sec. 15-17) (Ord. No. 2372)

SEC. 19-177. UNAUTHORIZED COLLECTION.

No person except authorized city officers and employees shall collect, remove, convey, or cause or permit to be removed, collected or conveyed, any solid waste on or along any public right-of-way in the city. This section shall not apply to any person with whom the city has entered into a contract for the collection, removal and disposal of solid waste, or to any person who holds a city business license for the collection, removal and disposal of solid waste, or to any employee of such persons, while such contract or license is in force.

('64 Code, Sec. 15-18) (Ord. No. 2372)

SEC. 19-178. INTERFERENCE WITH COLLECTION.

No person shall interfere with or obstruct the collection, transportation, disposal or processing of solid waste.

('64 Code, Sec. 15-19) (Ord. No. 2372)

SEC. 19-179. INTERFERENCE WITH SOLID WASTE CONTAINERS.

No person other than the owner or occupant, or a person to whom the owner or occupant has given consent, or an officer or employee of the city, or a person or an employee thereof holding a contract with the city or a business license issued by the city for the collection, removal and disposal of solid waste, shall interfere in any manner with any solid waste container or the contents thereof, or place materials within or remove the contents from any solid waste container.

('64 Code, Sec. 15-20) (Ord. No. 2372)

SEC. 19-180. COLLECTION IN ANNEXED AREAS.

When the city annexes an area in which, for at least the immediately preceding three years, private solid waste collection service of at least the quality and frequency of service provided by the city has been provided by an operator holding a county franchise, license or permit, the operator may continue to provide such service to the existing service area for the period provided by Cal. Pub. Res. Code, Section 49520 after the city mails notice to the operator that after such period the city will provide exclusive service to the area. The city and the operator may provide on mutually satisfactory terms for the operator's termination of service before such period expires.

('64 Code, Sec. 15-21) (Ord. No. 2372)

SEC. 19-181. OCCUPANTS LIABLE FOR CHARGES; CHARGES TO BE BILLED TO WATER METER USER.

All occupants are liable for charges for solid waste collection services. In the case of premises containing more than one dwelling unit or place of business or both that are served by a single water meter, such charges may be billed to the landlord or water meter user, who shall collect such charges from the occupants thereof and transmit the amount so collected to the city. In the event the landlord or water meter user fails to collect such charges from any such occupant and remit the charges to the city, the landlord or water meter user shall be liable to the city for the payment of such charges.

('64 Code, Sec. 15-22) (Ord. No. 2372)

SEC. 19-182. CHARGES ADDED TO UTILITY BILL; PAYMENT; ADJUSTMENT FOR HIGHER RATES.

Whenever possible, charges for the collection of solid waste and recyclable materials and related services shall be added to city utility bills. Such charges shall be for the period covered by the utility bills, and shall be payable at the same time and in the same manner as utility bills. Bills for a fractional part of a billing period may be prorated in a manner approved by the city manager. Whenever it is not possible to determine the total amount of such charges to be added to the utility bill, or if such charges must be billed separately, bills for such services may be rendered and payment of such charges may be made quarterly or monthly, in advance, as directed by the city manager.

('64 Code, Sec. 15-23) (Ord. No. 2372)

SEC. 19-183. DELINQUENT BILL; AUTHORITY TO DISCONTINUE UTILITY SERVICE.

When a customer's bill for the collection of solid waste, recyclable materials and related services at a service location becomes delinquent, and water is furnished to the customer through one or more services at the same or different locations, all such water services may be shut off. In addition, the city shall have the authority to discontinue water service or solid waste and recyclable materials service, or both, without notice for failure to comply with this article or the rules and regulations promulgated by the city manager pursuant to this article. The charges and procedures for resumption of water service shut off pursuant to this article shall be those found in chapter 22. As an additional remedy, an action in the name of the city may be commenced in any court of competent jurisdiction for the amount of any delinquent charges; and if legal action is brought by the city or its assignee to enforce collection of any amount charged and due under this article, any judgment rendered in favor of the city shall include costs of suit incurred by the city or its assignee, including reasonable attorneys' fees.

('64 Code, Sec. 15-24) (Ord. No. 2372)

DIVISION 4. RECYCLABLE MATERIALS**SEC. 19-190. COLLECTING, TRANSPORTING, PROCESSING AND MARKETING RECYCLABLES.**

No person shall collect, transport, process or market recyclable materials within the city unless such person is:

- (A) An officer or employee of the city acting in the course of that individual's official duty;
- (B) A person holding a city business license for the collection, transportation, processing or marketing of recyclable materials or an employee of such person;
- (C) An owner or occupant, provided that such person transports only those recyclable materials that are generated on the lot owned or occupied by such person to a buy back center, drop off center or other facility certified pursuant to Cal. Pub. Res. Code, Sections 14500 *et seq.*;
- (D) The holder of a city business license for a recycling facility or processing facility, or an officer or employee of the licensee; or
- (E) An agent or employee of, or a volunteer authorized by, a nonprofit organization that collects recyclable materials or processed materials as a part of a fund-raising activity for the benefit of such nonprofit organization.

('64 Code, Sec. 15-25) (Ord. No. 2372)

SEC. 19-191. RECYCLING CONTAINERS; REMOVAL OR INTERFERENCE.

(A) Recycling containers for the temporary storage of recyclable materials generated on any lot shall comply with all applicable provisions of this article and the code.

(B) No person other than the persons specified in section 19-190 shall remove or interfere in any way with a recycling container or the contents thereof, after the same is placed for collection at an authorized collection location by the occupant or owner of the lot on which the recyclable materials were generated.

(C) Notwithstanding any other provision of the code, violation of this section is hereby declared to be an infraction punishable in accordance with the provisions of chapter 1 of the code, relating to punishment for infractions.

(D) As an alternative to subsection (C) of this section, the city attorney is authorized to bring a civil suit at law or equity against any person who violates this section. In any such civil suit, the court shall either allow treble damages, as measured by the value of the material removed or interfered with, or award a civil penalty of not more than \$1,000, whichever is greater, against the person who violated this section, for each unauthorized removal or interference, together with the city's reasonable attorneys' fees, expert and other witness fees, and all costs.

('64 Code, Sec. 15-26) (Ord. No. 2372)

SEC. 19-192. PLACEMENT OF RECYCLING CONTAINERS.

The following provisions apply to curbside or alley recyclable materials collection:

(A) No person shall place or cause to be placed for collection recyclable materials or any recycling container containing recyclable materials, at any place, at any time or in any manner other than as provided in this article or regulations established thereto. Recyclable materials that need not be placed in a recycling container for collection pursuant to this article shall be placed for collection at the same locations and at the same times as recyclable materials required to be placed for collection within a recycling container.

(B) (1) No person shall place or cause to be placed a recycling container or recyclable materials for collection at any time other than on the days established pursuant to this article or regulations established thereto.

(2) Recycling containers shall be placed for collection by the time designated by resolution of the city council, or at any time within 12 hours prior to the designated collection time. No person shall permit recycling containers or recyclable materials to remain at such locations after the designated collection day.

(3) Each recycling container shall be returned to a location where the same is permitted to be stored pursuant to the provisions of the code or regulations issued pursuant thereto.

(C) (1) Any recycling container or recyclable materials to be placed for collection on the lot where generated adjacent to a street, shall be placed as close as practicable to the curb line or right-of-way line of the street.

(2) No recycling container or recyclable materials shall be placed within the limits of any street or alley within the city, unless by direction of the city manager.

('64 Code, Sec. 15-27) (Ord. No. 2372)

SEC. 19-193. TITLE TO RECYCLABLE MATERIALS.

Title to recyclable materials shall be deemed for all purposes to be vested in the city as of the time the materials are placed in the collection location with the intent that they be collected for recycling by the persons identified in section 19-190.

('64 Code, Sec. 15-28)

SEC. 19-194. RECYCLING COLLECTION SERVICES.

Each person operating pursuant to section 19-190(B) shall, on request of the owner or occupant of a nonresidential use, provide recyclable materials collection equipment or services, including, but not limited to, segregated and nonsegregated recycling container services.

('64 Code, Sec. 15-29) (Ord. No. 2372)

DIVISION 5. HAZARDOUS MATERIALS**SEC. 19-200. UNDERGROUND STORAGE.**

(A) Pursuant to Cal. Health and Safety Code, Chapter 6.7, Division 20, Section 25283 and Cal. Health and Safety Code, Chapter 6.11, Division 20, Section 25404.1, the city assumes or has previously assumed responsibility for the implementation within the Cal. Gov't Code, Title 23, Division 3, Chapters 16 and 18, pertaining to underground storage of hazardous substances, and Cal. Health and Safety Code, Chapter 6.75, Division 20, pertaining to underground petroleum storage tank cleanup, to the extent that such regulations and statutes authorize such action by the city.

(B) The city council designates the City's Certified Unified Program Agency Program (CUPA Program) as responsible for administering and enforcing said regulations and statutes on behalf of the City. The CUPA Program may adopt regulations to implement this division.

(C) Pursuant to Cal. Health and Safety Code, Sections 25280 *et seq.*, and Cal. Gov't Code, Chapter 16, Division 3, Title 23, the CUPA Program shall issue, renew, revoke and modify permits to operate underground storage tanks.

(D) Pursuant to Cal. Health and Safety Code, Sections 25299.10 *et seq.* and Cal. Gov't Code, Chapter 18, Division 3, Title 23, the CUPA Program shall require correction action with regard to underground storage tanks and releases therefrom, including the preparation of a workplan, and shall perform, monitor or oversee corrective action as directed by the State Water Resources Control Board or the regional water quality control board.

(E) The CUPA Program shall charge for services provided under this ordinance the fees adopted therefor by resolution of the city council.

('64 Code, Sec. 15-30) (Ord. No. 2431)

PUBLIC WORKS DEPARTMENT
Environmental Resources Division

111 South Del Norte Boulevard
Oxnard, CA 93030
(805) 385-8060
Fax (805) 487-3860



Alternative Service Certification Form

The following California state laws require that organizations and multi-family units have recycling programs in place:

- [AB 341](#), organizations that generate four (4) yards of solid waste per week, or multi-family residential dwellings of five (5) units or more, regardless of the amount of commercial solid waste generated, are required to recycle.
- [SB 1383](#), all organizations are required to recycle organic waste.

These laws allow an organization to arrange alternative means of compliance through back-hauling, self-hauling or arranging for a third-party to transport materials to an appropriate recycling facility. Organizations that utilize these methods are required to annually certify these practices. Completed forms should be sent to recycle@oxnard.org.

Organization: _____ **Contact Name:** _____ **Address:** _____

Title: _____ **Reporting Period:** _____

Phone/Email: _____

Hauling Method

(describe who hauls materials from this location and where it is delivered)

Material Collection Method (describe how materials collected in house)

Bottles/Cans		
Cardboard/Paper		
Scrap Metal		
Landscaping/Yard Waste		
Food Waste		

Other:		
--------	--	--

Signature : _____ Date : _____

* By signing this form, you attest that the information provided is accurate to the best of your knowledge for the organization specified.

PUBLIC WORKS DEPARTMENT
Environmental Resources Division

111 South Del Norte Boulevard
Oxnard, CA 93030
(805) 385-8060
Fax (805) 487-3860



Space Conditions Waiver Application

The following California state laws require that organizations and multi-family units have recycling programs in place:

- [AB 341](#), organizations that generate four (4) yards of solid waste per week, or multi-family residential dwellings of five (5) units or more, regardless of the amount of commercial solid waste generated, are required to recycle.
- [SB 1383](#), all organizations are required to recycle organic waste.

A waiver is available for properties that meet certain criteria. Organizations that meet these criteria can complete this application to obtain a waiver from compliance. Staff will review the application, visit the site and determine if the waiver requested applies. Waivers must be recertified every two (2) years. Completed applications, with accompanying photographic support, should be sent to recycle@oxnard.org.

Organization: _____ **Contact Name:** _____ **Address:** _____
_____ **Title:** _____ **Oxnard** **Acct:#:** _____
_____ **Phone/Email:** _____

AB 341 - Mandatory Commercial Recycling Available Waivers

- De Minimis Waiver - generation of recyclable materials is less than 0.5 yds³ per week.
- Physical Space Waiver - adequate space to house containers on the premises does not exist. New construction is not eligible for this waiver.

Select Applicable Waiver Select only one	Explanation
	Provide an explanation of the reasons why this business is eligible for this waiver. Please provide as much detail as possible.

☐ De Minimis Waiver

☐ Physical Space Waiver

SB 1383 - Short Lived Climate Pollutant Available Waivers

- De Minimis Waiver - where waste generation is two (2) yds³ per week, generation of organic materials is less than 20 gallons per week; where waste generation is less than two (2) yds³ per week, generation of organic materials is less than 10 gallons per week.
- Physical Space Waiver - adequate space to house containers on the premises does not exist. New construction is not eligible for this waiver.

Select Applicable Waiver Select only one	Explanation Provide an explanation of the reasons why this business is eligible for this waiver. Please provide as much detail as possible.
--	--

☐ De Minimis Waiver

☐ Physical Space Waiver

Photographic Evidence Acknowledgement

To submit a complete application, photographic evidence must be attached. For a De Minimis Waiver, photos should be taken of the contents of all trash containers on site each day over a work week. For the Physical Space Waiver, photos must include both interior and exterior images of all waste enclosures/areas on the property.

☐ By checking this box, I acknowledge that I understand that this application is incomplete if no photographs are provided when it is submitted.

I declare that I, the owner/property manager (or designee), have read the foregoing document and that the facts stated herein are true to the best of my knowledge. I understand that by submitting this form, there is no guarantee that waiver will be granted and that information will be confirmed independently by the City of Oxnard.

Signature: _____ Date: _____

Introduction of an Ordinance Amending Chapter 19, Article II, Solid Waste and Recycling.

City Council

February 1, 2022

Todd Vasquez-Housley

Environmental Resources Division Manager

That the City Council:

1. Determine that the proposed ordinance is exempt from California Environmental Quality Act (CEQA) under CEQA Guideline Section 15061 (b)(3), because the enhanced solid waste regulations, as provided for the proposed ordinance, will not have a significant effect on the environment, and the new State mandatory requirements strengthen the City's handling of solid waste, recyclable materials and organic materials for the protection of the environment;

2. Introduce and approve the first reading of the proposed ordinance, titled as follows:

“An Ordinance of the City Council of the City of Oxnard, California, replacing Oxnard, California Code of Ordinances, Chapter 19, Article II, Solid Waste and Recycling;” and

3. Set the second reading and adoption of the Ordinance at the City Council meeting on March 1, 2022.

- In 2016, the State of California passed Senate Bill 1383 (SB 1383) which is intended to reduce “short-lived climate pollutants” entering the atmosphere
- Currently the State of California’s overall waste stream causes over 27 million tons of organic waste per year that ends up in landfills
- This organic waste decomposes and releases methane into the atmosphere where it combines with other gases to significantly contribute to climate change

- SB 1383 establishes a statewide target to achieve a goal of 75% reduction in the landfilling of organic waste by 2025
- To achieve compliance with the State mandates, California municipalities must adopt updated solid waste and recycling ordinances that include provisions to implement and enforce SB 1383
- The current City of Oxnard Ordinance, Chapter 19, Article II - Solid Waste; Recycling was originally passed in 1964 and last updated in 1995
- Proposed ordinance will replace the current Ordinance, Chapter 19 Article II, Solid Waste and Recycling to comply with the provisions now required by the State for implementation of SB 1383

- The proposed Ordinance will ensure continued compliance with SB 1383 and meet the new State requirements
- The changes proposed are based primarily on the State's recommended language and reflect the most substantial changes to municipal solid waste management since the State's adoption of Assembly Bill 939 (AB 939) in 1989
- As a full service solid waste utility and operator of a regional materials recovery facility (MRF), the City of Oxnard must implement changes across several operational elements; not just the collection of solid waste, recyclables and organics (green waste)
- Most municipalities in California will manage SB 1383 through franchise agreements

Significant updates in the proposed Ordinance to address the State's mandates of SB 1383 include:

- Mandatory organics recycling service for all residential customers, multi-family customers and commercial customers, except those qualifying for waivers, beginning January 1, 2022
- Authorizes City to change service levels to correspond with disposal volumes
- City must provide education and outreach programs, tracking and reporting for residential, commercial and multi-family customers
- City must conduct regular monitoring of containers for contamination and issue notifications to violators

Significant updates - continued:

- Implementation of food donation programs by customers that generate specific types and amounts of organic waste
- Mandatory organics recycling for venues and events where food is provided or sold
- Annual reporting to CalRecycle on implementation progress and tracking City purchases of post-consumer recycled-content paper products

Significant updates - continued:

- New trash enclosure standards for new developments and tenant improvements
- Venues/Events with food sales/vendors will be required to meet SB 1383 requirements (eg. Strawberry Festival, Tamale Festival, Multicultural Festival)
- Enforcement by the City, including fines and penalties, if necessary, commencing on January 1, 2024

City of Oxnard SB 1383 Operational Efforts to Date:

- 2014 - Pilot commercial food waste collection program
- Establishment of data tracking and reporting system for CalRecycle
- Letters to commercial and multi-family customers / fliers and media outreach to residential customers
- Training and operational adjustments throughout Environmental Resources operations

City of Oxnard SB 1383 Operational Efforts to Date - Continued:

- Baseline sampling of residential and commercial routes
- Equipment and vehicle acquisitions
- May 4, 2021 - Rebid and award landfill contract to provide SB 1383 services
- January 3, 2022 - Weekly residential collection of all three containers commenced

Impacts to Residential Customers

- Place food waste in plastic bags and into organic (green waste) container
- Place all three containers out on collection day
- No change in cost

Impacts to Multi-Family and Commercial Customers

- Addition of organic (green waste) container will be provided to property owner or manager if not currently on site beginning April 1, 2022
- City service of new green waste container will increase monthly cost by \$63.80 for each container
- Space waivers available where qualified
- Cases vary city-wide and will be addressed on a case-by-case basis

SB 1383 Education / Outreach Efforts To-Date

- Bilingual fliers and information materials distributed in utility bills, City/ER web page, and on social media
- Database to track and report program efforts to State
- Waiver forms created and placed on City/ER web page at:
 oxnard.org/apartment-condo-service/
 or
 oxnard.org/commercial-service/
- Developed and provided bilingual educational signage for businesses and multi-family units to distribute and display on site
- Participation in CalRecycle trainings and workshops

SB 1383 Future Education / Outreach Efforts

- Relaunching residential backyard composting program (containers are currently unavailable due to COVID-related supply chain issues)
- Resending certified bi-lingual letters to non-compliant businesses and multi-family units
- Incorporating SB 1383 elements into all future special events and program advertising
- Developing bi-lingual educational videos to assist residential customers in complying with SB 1383
- January 1, 2024 - begin enforcement efforts

There is no fiscal impact at this time. All new services required by SB-1383 and this new Ordinance will be charged per the current rate model, when applicable. Because this is an unfunded State mandate, staff will continue to evaluate and determine if recent operational changes create any financial impacts.

QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.6

DATE: February 1, 2022

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Council Procedures Manual Update. (0/10/10)

RECOMMENDATION

That the City Council adopt a resolution adopting the updated Council Procedures Manual.

(Finance and Governance Committee approved 2-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/MhZMH1WKBSM>

BACKGROUND

The City Council adopted the current version of the Council Procedures Manual on November 19, 2019. As stated in Chapter 1 of the Procedures Manual, it was anticipated that the document would be reviewed every two years and revised from time to time. As noted in Chapter 1, the Procedures Manual provides a summary of certain aspects of Council activities and is not intended to incorporate all material and information relating to Council business.

Proposed revisions to the Procedures Manual were discussed by the Finance and Governance Committee at its December 14, 2021 and January 11, 2022 meetings. At the January 11 meeting, the Committee recommended that the City Council approve the proposed update to the Procedures Manual. The proposed revisions include stylistic changes and use of consistent terms, updates to links and numerical data, conforming certain policies to the Council's current practices and recent changes to applicable laws, and direction provided by the Committee.

The Committee also discussed amending the public comment provisions in Chapter 3 of the Procedures Manual (p. 12) to reflect the current practice of receiving remote public comments. The City Manager committed to bringing such a revision back for the Committee's future consideration once staff has researched best practices to address technological challenges that continue to arise with receiving and managing remote public comment. The current manner in which remote public comments are received in virtual meetings complies with AB 361, the recent legislation that authorizes the City Council to meet via teleconference during the COVID-19 pandemic.

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

The Finance and Governance Committee approved 2-0 on January 11, 2022 staff's recommendation to forward the item for Council approval.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. City Council Procedures Manual.2021 Update.v3
2. Council Adoption of Revised Procedures Manual 2022.reso.v2
3. City Council Procedures Manual.2022 Update.CouncilAgendaClean.Exhibit A
4. 2022 Procedures Manual Update Presentation.sf.011322



Procedures Manual City of Oxnard City Council

Adopted May 10, 2016

(City Council Resolution No. 14,915; *see also*, Housing
Authority Resolution No. 1,291)

Revised November 19, 2019

(City Council Resolution No. 15,279)

Revised _____, 2022
(City Council Resolution No. _____)

CITY OF OXNARD
Mission Statement

It is the mission of the City government to ensure that Oxnard will have clean, safe, prosperous and attractive neighborhoods with open, transparent government.

Specifically, the City fulfills its function by:

- Addressing the needs of the residents through the City Council, the appointed commissions, and the City staff.
- Providing easy and open access to information and encouraging dialogue, enabling residents to actively engage in civic life.
- Providing for the safety of its residents, businesses, and visitors.
- Providing timely and responsive service.
- Providing special assistance to those in need.
- Functioning effectively, efficiently and with accountability.
- Creating a positive and desirable workplace environment for City employees.
- Managing change for the betterment of the City.
- Creating and maintaining a viable revenue stream, and providing for the unpredictable nature of our economy.
- Implementing and maintaining City infrastructure, facilities, and programs.
- Formulating sound environmental policies.
- Recognizing and supporting the City's diverse neighborhoods and population.
- Acting as a responsible member of the greater region.

The City Council formed the Oxnard City Council Procedures Committee in January 2011, and appointed Mayor Pro Tempore Irene Pinkard and Councilman Tim Flynn to serve on the Committee. The Committee adopted the following mission statement on March 3, 2011.

OXNARD CITY COUNCIL PROCEDURES COMMITTEE
Mission Statement

It is the mission of the City government to ensure Oxnard is a desirable, safe, and vibrant community in which to live and conduct business and to respond to the values and priorities of the residents in an open and transparent manner. In order to accomplish this mission, the Oxnard Council Procedures Committee has been created to develop guidelines and rules under which Councilmembers will operate and perform their role as legislators of the City of Oxnard.

C O N T E N T S

Chapter 1

Introduction

Purpose of the Procedures Manual 5

Overview of City Documents 5

Orientation of New Councilmembers 6

League of California Cities *Guide* 6

Chapter 2

Oxnard City Council: Powers and Responsibilities

City Council Generally 7

Role of Mayor & Mayor Pro Tempore 7

Appointment of City Manager and City Attorney 8

Role in Disaster 8

Appointment of Advisory Bodies 8

Chapter 3

City Council Meetings

General Procedures 9

Meeting Schedule 10

Special Meetings 10

Development of Agenda 10

Placing Items on Agenda 10

Notification and Advertising..... 11

Order of Business 11

Discussion Rules 13

Voting Procedures..... 15

Other Guidelines 15

Open Meeting Laws (the “Brown Act”) 16

Chapter 4

Council Communications

Overview 18

Correspondence from Councilmembers 18

Speaking for “The City” 18

Local Ballot Measures 19

State Legislation, Propositions 19

Chapter 5

Interaction with City Staff

Overview	20
Council-Manager Form of Government	20
Council-Manager Relationship	20
City Manager Code of Ethics	21
City Council-City Attorney Relationship	21
Roles and Information Flow	21
Dissemination of Information	22
Staff Relationship with Advisory Bodies	22

Chapter 6

Support Provided to City Council

Staff Support	23
Office Equipment	23
Meeting Rooms	23
Mail, Deliveries	24

Chapter 7

Financial Matters

Council Compensation	25
Expenditure Allowance	25
Expenditure Guidelines	25

Chapter 8

Conflicts & Liability

Conflict of Interest	26
City Attorney Advice	26
Conflict of Interest Forms	27
Liability	27

Chapter 9

Additional Training & Resource Materials

League of California Cities	28
Local Government Commission	28
International City/County Management Association.....	28
Other Resources for Reference Material.....	28

Introduction

The Oxnard City Council establishes policies and priorities for the community and is responsible for the fiscal health of a public corporation with an annual budget, including as of the date of last approved revision of this Procedures Manual an operating and capital improvement budget of nearly \$~~500~~633 million per year. Oxnard is a “full service” city, with its own police, fire, water, wastewater and environmental resources (solid waste) departments, and is an organization with more than 1,300 full-time equivalent employees that has Citywide assets totaling nearly \$3 billion in value (roads, buildings, parks, etc).

Purpose of the Procedures Manual

By developing and agreeing to adhere to the following guidelines and procedures, the effective administration of City Council affairs will be greatly enhanced. This Procedures Manual shall also apply when the Council acts as the Successor Agency to the Oxnard Community Development Commission, as well as to the proceedings of the Oxnard Housing Authority and the other public entities for which the City Council acts as the governing body. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide the Mayor and Councilmembers in their actions. It is anticipated that this Procedures Manual will be reviewed every two years by the City Council and may be revised from time to time.

Overview of City Documents

This ~~p~~Procedures ~~m~~Manual provides a summary of important aspects of City Council activities. However, it cannot incorporate all material and information necessary for undertaking the business of a city council. Many other laws, policies, plans and documents exist which bind the City Council to certain courses of action and practices. A summary of some of the most notable documents that establish City Council direction is provided below.

City Code: The City Code contains local laws and regulations adopted by ordinances. The Administrative Chapter of the Code shall incorporate by reference the rules and procedures established herein including the roles of the Mayor, Mayor Pro Tem~~ore~~ and City Council. Included in the Administrative Chapter of the Code is appointment of certain city staff positions and the establishment, qualifications, appointment and terms applicable to certain advisory commissions. In addition to these administrative matters, the City Code contains a variety of laws. The City Code is available either on the City’s website or from the City Clerk.

California Government Code: The California Government Code contains many statutes that set forth requirements for the operation of city government. Many of these requirements are also replicated within the City Code to ensure there is broad awareness of such requirements. Oxnard is a “general law” city, which means it is organized in accordance with provisions of the Government Code. The Government Code provides for Oxnard’s City Council-City Manager form of government, which was adopted as the City’s form of government by ordinance approved by the City’s voters. Basically, this form of government prescribes that a city council’s role is to establish policies and priorities, while the role of the City Manager is to oversee the operations of the city government.

Annual Budget: The City's annual budget provides a description of City services and the resources used to provide services. The document contains both a broad overview of the budget, and detailed descriptions of programs and services, organized for convenience by lead departments. The City operates on a July 1st through June 30th fiscal year with a budget that includes governmental funds like the General Fund; special revenue funds; enterprise funds like Water, Wastewater and Environmental Resources; and internal service funds.

General Plan: The General Plan is comprised of a number of elements, such as land use, circulation, open-space, and housing, all in accordance with State requirements, and provides a policy framework for various matters that fall within these areas. A separate planning document, the Coastal Land Use Plan, applies in selected regulatory areas in the City's Coastal Zone.

Orientation of New Councilmembers

It is important that members of the Council have an understanding of the full range of services and programs provided by the organization. As new members join the City Council the City Manager arranges for new member training, conferences and familiarization with all facets of City government.

League of California Cities Guide

A publication that provides additional useful information is the *New Mayors and Council Members Resource Guide* updated annually and available through the League of California Cities website: <http://www.calcities.org/>. The *Guide* contains general information on the role and responsibilities of city councilmembers and on the specific requirements and laws that govern Council actions.

Oxnard City Council: Powers and Responsibilities

City Council Generally

The powers of a city council in California to establish policy are quite broad. Essentially, councils may undertake any action related to the establishment of city policies that affect city affairs other than those that are denied by the California Constitution and general laws or are preempted by state or federal law. Specifically, *the Council shall have the power, in the name of the City, to do and perform all acts and things appropriate to a municipal corporation and the general welfare of its inhabitants, subject to statutory limitations and which are not specifically forbidden by the Constitution and laws of the State of California.*

It is important to note that the City Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Mayor Pro Tempore have some additional ceremonial and administrative responsibilities as described below, in the establishment of policies, voting and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the Council is upheld. Actions of staff to pursue the policy direction established by a majority of Council does not reflect any bias against Councilmembers who held a minority opinion on an issue.

The City Council has occasionally debated whether it should take positions of a broader nature or limit itself to purely municipal functions. Historically, Oxnard City Councils have chosen to not take positions on issues outside of their immediate authority to effect. The propensity of the City Council to involve itself in such issues reflects the personalities and outlooks of the members who are elected to four-year ~~Councilmember~~ terms ~~and a two-year Mayoral term~~.

Limitations are imposed on a Councilmember's ability to serve on appointed boards of the City. State law expresses that no member of the Council shall serve as a voting member of any city board, committee, or commission, whether composed of citizen volunteers, city employees, or a combination of both. This is not construed as prohibiting members of the Council from serving on committees or subcommittees of the Council itself, or of agencies representing other levels of government. In fact, Councilmembers often participate and provide leadership in regional and state programs and meetings. Councilmembers are strongly encouraged to provide ~~a written report~~ ~~to~~ ~~the~~ ~~during~~ Council meetings on matters discussed at subcommittees and other regional or state board/agency/group activities in which they have been involved.

Role of Mayor & Mayor Pro Tempore

Mayor: The Mayor is to preside at all meetings of the City Council. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the City for ceremonial purposes only.

The Mayor, unless unavailable, shall sign all ordinances, and other documents that have been adopted by the City Council and require an official signature; except in those instances when the City Manager, or other staff, have been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Mayor Pro Tempore's signature will be used.

Mayor Pro Tempore: The City Council has specified that the Mayor Pro Tempore shall perform the duties of the Mayor during the Mayor's absence or disability. The Mayor Pro Tempore shall serve in this capacity at the pleasure of the City Council.

Appointment of City Manager and City Attorney

The City Council ~~only~~ has the authority to appoint only two positions within the City organization: the City Manager and the City Attorney. Both positions serve at the will of the City Council. The City Manager and City Attorney is an employees of the City and has have ~~an~~ employment agreements that specifyies certain terms of employment including ~~an~~ annual evaluations by the City Council. The City Manager is responsible for all other personnel appointments within the City. ~~The current City Attorney is an employee of the City and has an employment agreement that specifies certain terms of employment including regular evaluation by the City Council.~~

Role in Disaster

In consultation with the City Manager, the City Council may be asked to participate at the City's Emergency Operations Center (EOC), located within the Fire Department, to provide policy guidance and to receive information in an emergency. The California Emergency Services Act (California Government Code Sections 8550 et seq.) provides for the preservation of local government during an emergency and specifies the duties and powers of local government to appoint contingency successors in office for various public officials, including the City Council and the City Manager, to serve when the elected or appointed incumbent is unavailable during an emergency.

Appointment of Advisory Bodies

The City has a number of standing advisory bodies, the rules, regulation and requirements of which can be found in the Administrative Chapter (Chapter 2) of the City Code. The Mayor, "with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute." California Government Code Section 40605. For appointments to Citizen Advisory Groups (CAGs) each Councilmember shall strive to nominate a commissioner from the Councilmember's district to serve on each CAG. The Mayor shall nominate one commissioner at-large for each CAG.

City Council Meetings

General Procedures

Rules of Order: Except as otherwise provided by applicable law or as specifically provided in this Procedures Manual, the ~~latest revised current~~ edition of "Rosenberg's Rules of Order Newly Revised" shall govern the conduct of City Council ~~the meetings of City Council~~.

Presiding Officer:

- a. The Mayor or in the Mayor's absence, the Mayor Pro Tempore, or a temporary presiding officer in appropriate circumstances, shall be the presiding officer of the City Council.
- b. In the absence of the Mayor and Mayor Pro Tempore, the City Clerk shall call the City Council to order. The temporary presiding officer shall be the Councilmember present with the greatest length of service on the City Council. Upon the arrival of the Mayor or the Mayor Pro Tempore, the temporary presiding officer shall relinquish the chair at the conclusion of the business then before the City Council.
- c. The presiding officer shall assume the chair at the hour appointed for the meeting and shall call the City Council to order.
- d. The presiding officer shall preserve strict order and decorum at all City Council meetings, state questions before the City Council, and announce the City Council's decision on all matters.
- e. The presiding officer shall decide all questions of order, subject however, to an appeal by any Councilmember to the City Council as a whole, in which event a majority vote of the City Council shall govern and conclusively determine questions of order.
- f. Unless prohibited by State law, the presiding officer shall vote on all questions before the City Council.
- g. The presiding officer may move, second and debate from the chair, subject only to such limitations of debate as are imposed on all Councilmembers by this ~~resolution~~Procedures Manual.
- h. The presiding officer shall not be deprived of any of the rights or privileges of a Councilmember by reason of acting as presiding officer.

Seating arrangement of the Council: The Mayor Pro Tempore is seated immediately next to the Mayor. The Mayor, with the approval of individual Councilmembers, shall establish the seating arrangement for regular Council meetings.

Quorum: Four-sevenths of the Councilmembers constitute a quorum for the transaction of business. When there is no quorum, any Councilmember shall adjourn such meeting or, if no Councilmember is present, the City Clerk shall adjourn the meeting.

Minutes: The minutes of City Council meetings shall be prepared by the City Clerk and shall be maintained in a book as a record of each particular type of business transacted. The City Clerk shall be required to make a record only of such business as was actually passed upon by a vote of the City Council and shall not be required to record any remarks of Councilmembers or of any other person except at the special request of a Councilmember. If provided, the City Clerk shall record the name of any person addressing the City Council or submitting a written speaker card. As soon as possible after each City Council meeting, the City Clerk shall cause a copy of the minutes thereof to be forwarded to each Councilmember and the City Manager. Unless the reading of the minutes of a City Council meeting is requested by a Councilmember, such minutes may be approved without reading, if the City Clerk has previously furnished each Councilmember with a copy thereof. Any Councilmember, upon request, shall have entered in the minutes the right to have personal reasons for support for, dissent from, or protest against, any action of the City Council.

Meeting Schedule

By Ordinance No. 2,949 the City Council has established their regular meeting calendar, which provides that unless otherwise approved by City Council action, the Council shall conduct regular meetings in the Council Chambers, at 305 West Third Street on the first and third Tuesdays of every month. Regular meetings begin no earlier than 4:30 p.m. Closed sessions are generally held, as needed, at the beginning of the regular meeting.

Regular meetings throughout the year may be cancelled. The Mayor and Councilmembers should inform the City Manager's secretary as soon as possible if they intend to be out of town on a set meeting date.

Special Meetings

Special meetings may be called by the Mayor or a majority of the City Council in compliance with the Brown Act, which is discussed in more detail later in this Chapter. Written notice typically must be given to the public, and to the media requesting such notice, at least seven (7) days prior to a special meeting. No business other than that officially noticed may be discussed. The Mayor or City Council may call a special meeting to discuss goals and priorities for the upcoming year.

Development of Agenda

Subject to certain exceptions set forth in the City Code, a copy of the agenda for Council meetings is transmitted to the Council and posted to the City's website twelve days prior to a regular meeting and seven days prior to a special meeting. All agenda materials are posted with the agenda on the City's website and are also available after posting during normal business hours at the Main Branch of the Public Library and in the Office of the City Clerk.

Placing Items on Agenda

Inclusion of Item on Future Agenda by City Council:

While most agenda items are scheduled through the City Manager's Office based on the administrative needs of the City, the intent of this policy is to provide an orderly means through which an individual Councilmember can raise an issue for discussion and possible City Council direction or action. A Councilmember requesting an item to be placed on a future Council meeting agenda may (1) briefly announce their request during the City Council

Business/Committee Reports portion of a Council meeting agenda, (2) submit a detailed request in writing to the City Clerk, or (3) both. Each request shall be referred to the City Council Committee most related to the subject of the request, unless the need for action requires the item to be considered sooner in which case the item may be placed on the agenda for the next Council meeting at the discretion of the Mayor and Mayor Pro Tempore.

If a majority of such committee agrees the City Council should consider the item, the City Manager will determine when to place the item on a future agenda based on time necessary to complete the research and staff workload considerations and the effect on City Council established priorities.

Emergency and Non-Agendized items: Emergency and non-agendized items may be added to an agenda only in accordance with state law. *Emergency items* are only those matters affecting public health or safety such as work stoppages, disasters and other severe emergencies. Adding an emergency item requires a majority vote. Emergency items are very rare. More likely, after the agenda has been posted an item arises that the Council would like to act on. *Non-agendized items* may be added to the agenda only if the Council makes findings that (1) the need to consider the item arose after the posting of the agenda, and; (2) there is a need to take immediate action at this meeting of the City Council. These findings must be approved by a two-thirds vote of members present; if less than five members of Council are present, the findings require a unanimous vote of those present.

Notification and Advertising

The City will continue to publicize matters of significant neighborhood or community public interest that appear on a City Council agenda, as well as all matters where advertising is required by law.

Order of Business

At every meeting, the order of business shall be discussed and acted upon in substantially the following manner, provided that the presiding officer may alter the order of business with City Council concurrence.

- Roll call/posting of agenda
- Public comments on closed session items
- Closed session
- Appointment items
- Opening ceremonies / Pledge of Allegiance
- Ceremonial calendar
- Public comments on matters not on the agenda and within the subject matter jurisdiction of City Council
- City Manager's report
- City Council business/committee reports
- Review of information/consent agenda
- Public comments on information/consent agenda
- Information/consent agenda
- Public hearings to commence at 6:15 p.m.
- Reports
- Study session

Adjournment

Roll Call: Before proceeding with ~~the business of~~ City Council business, the City Clerk shall enter in the minutes the names of all Councilmembers present.

Ceremonial Calendar: Ceremonial items shall normally be limited to two items per meeting, not to exceed five minutes per item.

Public Comment: Public comments shall be received at several times during each meeting for particular portions of the agenda as specified above. Comments on agendized items are not heard until the particular item is called. Unless otherwise approved by City Council action, public comments relating to the subject matter of discretionary public hearings or public hearings required by law, shall be presented only at the time of the conduct of the hearing. Individuals desiring to speak are to address the Council from the speaker podium. Speaker cards should be filled out and given to the City Clerk prior to public comment, although persons who wish to speak are not required to provide their names or addresses.

~~General public comments about issues not on the agenda are received near A block of thirty (30) minutes time is set aside at the beginning of a regular meeting to receive general public comment about issues not on the agenda. Public comments not heard during this thirty-minute period will be heard just prior to adjournment.~~ Speaker cards will not be accepted after the beginning of the general public comment period in order to allow for fair allocation of time amongst the known speakers. If the time required to complete general public comments exceeds 30 minutes, any public comments thereafter shall occur immediately prior to the adjournment of the meeting. If during public comment, a person expresses a concern regarding City Council staff or service, City Council may refer the nature of the concern to staff for investigation, resolution or a report.

Comments should focus on a specific matter within the Council's jurisdiction. Members of the public are encouraged to present written comments, preferably in advance of the meeting, as a way to fully communicate their thoughts on agendized or non-agendized items. When written materials are presented, they should be submitted to the City Clerk for distribution and record keeping ahead of time.

Videos, PowerPoint or similar presentations during public comment ordinarily are not permitted. Prior notice and coordination with the City Clerk is strongly encouraged and the Mayor reserves the privilege to limit such requests as necessary for the effective conduct of the meeting.

Public comment on regular business items normally follows staff's presentation of the staff report, clarifying questions from Councilmembers and applicant comments as necessary and appropriate. Speaker cards should be filled out and given to the City Clerk prior to public comment.

Unless ~~additional time is granted~~ otherwise extended or limited by the presiding officer, each person shall limit public comments to three minutes on any agenda item at a meeting with a cumulative total of ten minutes for all agenda items at such meeting, provided that such ten minute limit shall be voluntary. The presiding officer may grant a representative of a large speaker group additional time (up to ten minutes) to speak for the group on any agenda item.

A person wishing to address City Council shall first be recognized by the presiding officer ~~and, once recognized, shall directly address the City Council. Each person shall address all remarks to City Council as a body, not to any member thereof and not to staff.~~ No person, other than a Councilmember and the person having the floor, shall be permitted to enter into any discussion without recognition by the presiding officer.

Information/Consent Agenda: The information/consent agenda shall consist of routine items for which staff contemplates no discussion by ~~the~~ City Council. Information/consent agenda items shall be supported by such written reports and information as the City Manager deems necessary to apprise ~~the~~ City Council of the action required and to enable ~~the~~ City Council to make a decision in the best interests of the City. An information/consent agenda item may be removed for discussion at the request of a Councilmember or the City Manager. A removed information/consent agenda item may be considered after ~~the~~ City Council acts upon the remainder of the information/consent agenda.

Appointment Items: ~~Items The City Council may be scheduled items~~ for a specific time to accommodate presentations ~~and consideration of~~ selected matters.

~~**Special Presentations:** Special presentations may be conducted at any City Council meeting at City Council's discretion.~~

Public Hearings: Public hearings are scheduled to comply with State law or at the discretion of the City Council to discuss a matter of special community interest. Unless otherwise approved by the City Council, public hearings shall be scheduled to commence at 6:15 p.m. Any person directly involved in the subject matter of a public hearing, such as an applicant, developer, representative of affected homeowners association, property owner or neighborhood council may speak for any length of time at the discretion of the presiding officer.

Reports: A report shall consist of an item contemplated by staff to require a written or oral report and on which the City Council will discuss and deliberate on a course of action, including an item appearing on the agenda under City Manager's Report. Unless additional time is granted by the presiding officer or has been previously approved by the City Manager, staff reports shall be limited to ten minutes.

Study Session: The City Council may conduct a study session on subjects and issues as appropriate at any meeting. Such a study session shall be open to the public and shall be devoted to the gathering of information preliminary to consideration of the subject matter at a future regular or special meeting, or for the City Council to discuss various issues and programs with the City Manager and staff. The City Council shall not formally act upon any matter during a study session.

City Council Business/Committee Reports: Each Councilmember may make a brief announcement, or make a brief report on their activities, including reports on meetings attended at City expense; and may request to schedule consideration of placing an item on a future agenda. The Council cannot enter into detailed discussion or take action on any item presented during this report. A Councilmember's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

Adjournment: City Council meetings shall adjourn no later than 10:00 p.m., unless the meeting is extended by a majority vote. ~~No new items will begin after 10:00 p.m. unless 80% of the members present votes to allow the items to be heard.~~

Discussion Rules

To assist the City Council in the orderly discussion of items, rules are followed which represent accepted practices for the management of Council meetings.

1. **Obtaining the Floor:** A member of the City Council or staff shall first address the presiding officer to gain recognition. Comments and questions should be directed through the presiding officer and limited to the issue before the Council. Cross-exchange between Councilmembers and public should be avoided.
2. **Questions to Staff:** A Councilmember shall, after recognition by the presiding officer, address questions to the City Manager, City Attorney, department head or designated staff member. If a Councilmember has questions on an agenda item, that member should preferably contact the City Manager prior to the meeting in order to allow the City Manager to direct staff with enough time to research a response for the meeting.
3. **Interruptions:**
 - a. Once recognized, a Councilmember is considered to have the floor, and another Councilmember may not interrupt the speaker except to make a point of order or point of personal privilege, or as otherwise permitted in the Rules of Order. In such a circumstance, the Councilmember holding the floor shall cease speaking until the issue raised is resolved.
 - b. Upon being recognized by the Chair, members of the staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Chair.
4. **Discussion:** A Councilmember should not speak more than once on a particular subject until every other Councilmember has had the opportunity to speak, and shall be limited to speaking twice during discussion on an agenda item unless additional time is granted by the presiding officer. Councilmembers are encouraged to discuss items during the decision-making process and may ask staff to respond when appropriate. The Mayor normally allows other members to speak first, then will give his/her views and summarize. If a Councilmember desires to use a PowerPoint presentation or similar visual aid during a meeting, the Councilmember shall provide the City Clerk with a copy of the material to be used prior to the commencement of the meeting at which it will be used.
5. **Tabling Procedure:** Tabling an item immediately stops discussion and causes a vote to postpone a matter indefinitely or to a time and date certain. A motion to “continue” an agenda item has the same effect, but is generally used when a scheduling problem arises or when insufficient time is available to address the matter thoroughly.
6. **Right of Protest:** A Councilmember is not required to state reasons for a dissenting vote.
7. **Calling for the Question:** The purpose of calling for the question is to disallow further debate and put an issue to an immediate vote. Once recognized by the presiding officer, a Councilmember may move to “call for the question” on an item which is being considered. The motion requires a second, is not debatable, and must pass by a two-

thirds vote. If the motion carries, the item is no longer debatable and the City Council must vote on it.

Voting Procedures

When present, all Councilmembers are to vote unless prohibited by law or conflict of interest. Unless a Councilmember states an intention not to vote, the City Clerk shall record silence as an affirmative vote.

A conflict of interest shall be declared whenever appropriate and in compliance with State law. The affected Councilmember will step down from the dais and leave the Chambers as required by State law.

As required by the Brown Act, the vote or abstention of each Councilmember present shall be publicly reported and such vote shall be entered in the minutes of the City Council showing those Councilmembers voting aye, those voting no and those not voting or absent. When taking a roll call vote, the City Clerk shall call the names of the Councilmembers, alternating the order.

Tie Vote: A motion fails on a tie vote. The presiding officer may publicly explain the effect of the tie vote for the audience or may direct the City Attorney to do so.

Motions: There are a number of types of motions, each of which must meet certain requirements before a vote can be taken. Enactment of an ordinance, adoption of a resolution, as well as approval of a motion or order involving a payment of money requires the affirmative vote of four Councilmembers. Other motions or actions require a vote in favor of the action or motion by a majority of a quorum of Councilmembers present, unless otherwise specified by State law.

Reconsideration: Reconsideration of an item shall be allowed in accordance with the following Council guidelines. A member of the prevailing majority when the previous vote was taken must make a motion for reconsideration. The City Council has determined that any motion for reconsideration should be made at the meeting at which the action was taken. No motion for reconsideration will be entertained after this time unless the City Council determines significant new information has arisen which warrants such action and the reconsideration can be properly agendaized.

Other Guidelines

Other guidelines have been developed to ensure that meetings of the Council are conducted in a civil and professional manner. Councilmembers and staff shall:

1. Work to preserve appropriate order and decorum during all meetings.
2. Discourage side conversations, disruptions, interruptions or delaying efforts.
3. Inform the presiding officer before departing from a meeting.
4. Limit disruptive behavior. The presiding officer will call persons demonstrating rude, boisterous, or profane behavior to order. If such conduct continues, the presiding officer may call a recess, request the removal of such person(s) from the Council Chambers, adjourn the meeting, or take other appropriate action. The Council has a policy to discourage applause, booing or other similar behaviors from the public during meetings.

5. Recognize that only the City Council, staff, advisory body chairs or designated representatives, and those authorized by the presiding officer shall be permitted to sit at the Council dais or staff tables. No persons except City officials, their representatives and representatives of news-gathering agencies shall be permitted to approach the City Council without the consent of a majority of the City Council.
6. Limit breaks of the City Council to 5-10 minutes. The Mayor will resume the meeting if a quorum exists and other members have not returned from the break within the announced time period.
7. Impose time limits on speakers. While the City Council encourages and embraces the need for and right of public participation, it acknowledges that public comments must, at times, be limited. The Mayor, as presiding officer, may poll the audience for an indication of the number of people wishing to speak on a particular item, and to impose time limits per speaker. Typically, speakers are limited to three minutes but a shorter time limit may be established as deemed necessary; however, project applicants, developers of a project under consideration, representatives of affected homeowners associations, neighborhood councils or similar groups may, at the discretion of the presiding officer be granted a longer time period for comment. After the time limit, Council may ask questions of the speaker for clarification, if needed. Each speaker will be thanked for his or her participation.
8. Meetings outside the City of a majority of the City Council, even if permissible under the Brown Act, are discouraged, so as to maximize public participation.

Values of Respect: The City Council has also recognized the importance of approaching the public's business in an environment of personal respect and courtesy, which emphasizes the consideration of policy and avoids personalization of comments. Some guidelines utilized by the City Council include:

1. Discussion should focus on policy matters.
2. Personal criticism of members is inappropriate.
3. Proper decorum should be displayed as other members express their views.
4. Treat members of the public equally, applying rules in a fair and consistent manner.

Enforcement of Order: The Police Chief or designee acts as the Sergeant-At-Arms. Any Councilmember may request the presiding officer to enforce the rules of protocol. Upon motion and majority vote, the presiding officer shall be required to do so.

Open Meeting Laws (the "Brown Act")

Operations and procedures of the City and City Council incorporate requirements of the Ralph M. Brown Act, which is the State's open meeting law (California Government Code Sections 54950 et seq., commonly referred to as the Brown Act). Because this law is such an important part of local government operations, some specific requirements of the law are highlighted below.

Applicability and Penalties: The entire City organization conducts its business in compliance with the Brown Act. The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

- A. Applicability: The Brown Act applies to Council and all commissions, boards and Council appointed subcommittees (except if comprised entirely of less than a quorum of Councilmembers for a limited purpose and duration) that advise Council. Staff cannot promote actions that would violate the Brown Act.
- B. Meetings: All meetings shall be open and public. A City Council meeting takes place whenever a quorum (four or more members) is present and information about City business is received; discussions qualify as a meeting. Social functions (e.g., receptions, dinners) do not fall under the Brown Act unless City business is discussed.

Serial meetings, which take place when any member of Council or City staff contact more than three Councilmembers for the purpose of deliberating or acting upon an item pending before the City Council, are prohibited. This restriction does not apply to individual contacts where the comments or position of Councilmembers are not communicated to a majority of Councilmembers. Note that the Brown Act applies to City Councilmembers immediately after their election and prior to their swearing-in ceremony.

- C. Agendas: Agendas must be posted in a location freely accessible to the public as well as the City's website, and must meet various requirements, such as including a brief general description of each item to be discussed or acted upon by City Council. The time periods set forth in the City's Sunshine Ordinance and described previously for posting agendas exceed the minimum requirements of the Brown Act. The City Council shall adhere to the broader requirements of the Sunshine Ordinance.

- D. Actions: No action can be taken on any item not appearing on the posted agenda.

Exceptions: 1) An emergency situation exists (determined by a majority of the Council). 2) The need to take action arose subsequent to the agenda being posted and there is a need for immediate action (determined by two-thirds vote of the Council; or if less than two-thirds are present, by unanimous vote). 3) The item was continued to another meeting that was scheduled and posted within 5 days of the original agenda.

- E. Public Input: The Brown Act contains provisions concerning Public Comment on matters within the City Council's jurisdiction and particular matters on the agenda, summarized elsewhere in this manual. These provisions will be followed by the City Council.
- F. Public Disruptions: A portion or all of the public may be removed if willful disruption makes conducting the meeting "unfeasible"; the press may remain unless they participate in the disruption.
- G. Correspondence: All writings distributed for discussion or consideration at a public meeting are public records.
- H. Emergency Meetings: Emergency meetings may be called without notification due to the disruption or threatened disruption of public facilities. Only work stoppages or crippling disasters that impair the public health and/or safety qualify for emergency meetings.

- I. Other Provisions: The Brown Act provides many other restrictions and requirements; this Chapter is intended merely as a Council summary and overview of the Brown Act, and nothing in this Chapter supersedes the provisions of the Brown Act. Please check with the City Attorney and/or the City Clerk for more information.

Council Communications

Overview

Perhaps the most fundamental role of a Councilmember is communication: communication with the public to assess community opinions and needs, and communication with staff to provide policy direction and to gain an understanding of the implications of various policy alternatives. Because the City Council performs as a body (that is, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking as a Councilmember. Equally important, when members are expressing personal views and not those of the Council, the public should be so advised.

Correspondence from Councilmembers

Members of the City Council may occasionally be called upon to write letters to citizens, businesses or other public agencies. Typically, the City Manager will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Correspondence sent on behalf of the Council is placed on official City letterhead and is signed by the Mayor or City Manager. Individual members of Council may prepare letters to constituents in response to inquiries or to provide requested information. Individualized City Councilmember letterhead is available for this purpose, and staff can assist in the preparation of such correspondence. Councilmembers are encouraged to provide copies of any correspondence on City letterhead to the City Manager.

On occasion, Councilmembers may wish to transmit correspondence on an issue upon which the Council has yet to take a position or about an issue for which the Council has no position. In these circumstances, Councilmembers should use their personalized letterhead and clearly indicate within letters that they are not speaking for the City Council as a whole, but for themselves as one member of the Council.

After the City Council has taken a position on an issue, official correspondence should reflect this position. While Councilmembers who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official Council title, and staff support should not be utilized in order to avoid confusion. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.

Councilmembers may be asked to prepare letters of recommendation for students and others seeking appointment. Councilmembers may utilize City letterhead and their Council titles, but should indicate that the views expressed are those of the Councilmember (as opposed to the City Council). No review by the full Council is required; however, copies will be kept on file.

Speaking for "the City"

Similar to written correspondence, when Councilmembers are requested to speak to groups or are asked the Council's position on an issue, the response should reflect the position of the Council as a whole. Of course, a Councilmember may clarify their vote on a matter by stating, for example, "While I voted against X, the City Council voted in support of it." When

representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council's position rather than that of an individual member.

Local Ballot Measures

At times measures that affect City Council policy may be placed on the ballot. There are restrictions regarding what actions a City Council or individual Councilmembers may take on ballot measures. Guidelines as to what is permissible are available from the City Clerk or City Attorney upon request.

State Legislation, Propositions

The City Council periodically adopts a Legislative Program to enable the City to respond to pending state and federal legislation in a proactive manner (the current Legislative Program is posted on the City's website). The Mayor (or Mayor Pro Tempore in the Mayor's absence) would be authorized to sign correspondence expressing the City Council's position on legislation consistent with the Legislative Program and/or other positions approved by the City Council.

Staff maintains direct and consistent contact with contracted state and federal lobbyists and monitors the League of California Cities, Association of California Water Agencies and other sources to identify pending legislation that may impact the City. Letters expressing the City's position will be drafted for the Mayor's signature, with copies distributed to each Councilmember. Pending legislation not addressed by the Legislative Program, or staff recommendations that deviate from the Legislative Program, would be agendaized for City Council consideration.

Interaction with City Staff

Overview

City Council policy is implemented on a daily basis through staff. Therefore, it is critical that the relationship between Council and staff be well understood by all parties so that policies and programs may be implemented successfully. The City of Oxnard has a long tradition of positive relationships between members of the City Council and staff. To maintain these effective relationships it is important that roles are clearly recognized.

Council-Manager Form of Government

Like most California cities, Oxnard has adopted a City Council-City Manager form of government. The Council appoints a City Manager to implement policy, enforce its laws, to direct the daily operations of city government, and to prepare and monitor the municipal budget. The City Code specifies roles and responsibilities and requires that Councilmembers work through the City Manager in dealing with City staff unless simply requesting information from department heads or other staff members. The City Manager is responsible to the City Council as a body rather than to individual Councilmembers.

Council-Manager Relationship

The employment relationship between the City Council and City Manager reflects the fact that the City Manager is the chief executive officer of the City. The City Manager has an employment agreement with the City Council. Regular communication between the City Council and City Manager is important in maintaining effective interpersonal relations. All dealings with the City Manager, whether in public or private, should be consistent with the authority of the City Manager in administrative and personnel matters. Councilmembers should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the City Council. Further, Councilmembers should avoid involving themselves in matters regarding individual City employees or related affairs.

The City Council evaluates the City Manager's performance annually to ensure that both the City Council and City Manager are in agreement about organizational performance and priority goals that are based on mutual trust and common objectives which are put forth in a strategic summit, which should be conducted every three to five years.

As in any professional relationship, it is important that the City Manager keep the City Council informed. The City Manager respects that the final responsibility for establishing the policy direction of the City is held by the City Council. The City Manager communicates with City Council in various ways. In addition to the formal Council meetings, there are periodic briefing meetings with individual Councilmembers and written memoranda and email. Communication must be undertaken in such a way that all Councilmembers are treated similarly and kept equally informed and provided with updates on significant fiscal matters, major projects, or other critical issues. It is also important that the Council provide ongoing feedback, information and perceptions to the City Manager including responses to written communications and surveys requesting feedback.

City Manager Code of Ethics

The City Manager is subject to a professional code of ethics developed by the International City/County Management Association (ICMA) that binds the City Manager to certain practices that are designed to ensure his or her actions are in support of the City's best interests. Violations of such standards can result in censure. A copy of the ICMA Code of Ethics can be found at <https://icma.org/icma-code-ethics>.

City Council-City Attorney Relationship

The City Attorney is the legal advisor for the Council, City Manager and departments. The general legal responsibilities of the City Attorney are to: 1) provide legal assistance necessary for formulation and implementation of legislative policies and projects; 2) represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings; 3) prepare ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are prepared; and 4) keep City Council and staff apprised of court rulings and legislation affecting the City's legal interests. It is important to note that the City Attorney does not represent individual members of the Council, but the City Council as a whole.

Roles and Information Flow

Objectives: It is the intent of staff to ensure Councilmembers have free and easy access to information from the City and to ensure that such information is communicated completely, with candor and without bias. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, or executing department priorities without the prior knowledge and approval of the City Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Councilmembers, and to allow staff to execute the priorities given by management and the Council as a whole without fear of reprisal. Undue influence exercised by Councilmembers may result in censure.

Council roles: The full City Council retains power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, service levels, workloads and schedules, departmental priorities, and the performance of City business. If a Councilmember wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council in accordance with the Brown Act, preferably in open session, to do so as a matter of Council business.

Should a Councilmember become dissatisfied about a department, he/she should always talk it over with the City Manager and/or the Assistant City Manager, not the department head. Concerns about a department head must be taken to the City Manager only.

To assist the City Manager in his/her ability to monitor the flow of information, requests for information are best tracked if submitted in writing, either in memorandum form or through email. And to ensure proper responsiveness, Councilmembers are asked to "cc" both the department head and the City Manager on all correspondence with staff.

Staff roles: The Council recognizes the primary functions of staff as serving the community, executing Council policy and actions and keeping the Council informed. Staff is obligated to

take guidance and direction only from the Council as a whole or from the appropriate management supervisors. Staff is directed to report to the City Manager any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

| City staff will make every reasonable efforts to respond in a timely and professional manner to all requests made by individual Councilmembers for information or assistance; provided that, in the judgment of the City Manager, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full City Council. If a request by an individual Councilmember is determined by the City Manager to take one hour or more of staff time to complete, that request may be included on the formal Council agenda for full Council discussion.

Dissemination of Information

In cases where a staff response to an individual Councilmember request involves written materials that may be of interest to other Councilmembers, the City Manager will provide copies of the material to all other Councilmembers. In making this judgment, the City Manager will consider whether the information is significant, new, otherwise not available to the Council or of interest to the Council.

Staff Relationship with Advisory Bodies

| Staff support and assistance is typically provided to commissions and task forces. However, advisory bodies do not have authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and ultimately the City Manager and City Council. The members of the commission/ board/ committee are responsible for the functions of the advisory body, and the chairperson is responsible for committee compliance with City policies and practices.

Staff support often includes preparation of an agenda and its posting in compliance with the Brown Act. Staff may also prepare reports providing background on the issue, alternatives, a recommendation, and appropriate backup materials, if necessary. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. The assigned staff person may serve as secretary, taking minutes as needed. Staff members are to assist the advisory body chair to ensure appropriate compliance with state and local laws and regulations.

It is important that advisory bodies wishing to communicate recommendations to the City Council do so through approved Council agenda procedures. In addition, if a commission wishes to correspond with an outside agency, that correspondence will be prepared by staff for review by the City Manager and possible approval by the City Council. Individuals who would like staff to perform research or for the commission to review a particular issue must gain the approval for such a request from the full City Council before any work is planned or done.

Support Provided to City Council

Staff Support

General administrative support to members of the City Council is provided through the City Manager's Office. Secretarial services including scheduling of appointments, receipt of telephone messages, and word processing are available as needed. Sensitivity to the workload of support staff members in the City Manager's Office is appreciated. Should requested tasks require significant time commitments, prior consultation with the City Manager is requested.

Office Equipment

To enhance Councilmembers' ability to communicate with staff and the public, the City Council offices ~~isare~~ equipped with ~~a~~ computers and telephones with voicemail. ~~The Council can also receive and send faxes.~~

Councilmembers may be connected from their home to the City's computer network. Information Technology staff will provide initial assistance in setting up necessary software and hardware. While staff will maintain those computer applications related to City affairs, staff cannot provide assistance for personal computer applications. When individual Councilmembers have completed their term of office, any installed software and City equipment must be returned to the City.

These technologies facilitate efficient communication by Councilmembers. However, their use also raises important legal issues to which Councilmembers must pay special attention. First, the Brown Act prohibits members from using "technological devices" to develop a concurrence by a majority regarding an action to be taken by the Council. "Technological devices" under the Brown Act include phones, faxes, computer email, public access cable TV and video. Councilmembers should not use email, faxes or phones for communicating with other Councilmembers in order to develop a majority position on any particular issue that may come before the full Council. The Brown Act was recently amended to prohibit Councilmembers' use of internet-based social media platforms to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the City Council. Councilmembers are specifically prohibited from responding directly to any communication on an internet-based social media platform regarding posts relating to such business that is made, posted, or shared by any other Councilmember.

Second, be aware that ~~most~~ emails sent by Councilmembers ~~probably~~ regarding City business are public records under the Public Records Act. Even though it does not create paper, sending email is more similar to mailing a letter than placing a telephone call. The information in the email is stored on the computer network until deleted, and may continue to exist on the network's back-up systems even after being deleted. As a result, emails can become records of the City maintained in the course of business, and thus available for public disclosure under the Public Records Act.

Finally, the City's email system is intended for the conduct of official business, and not for personal or political reasons. See Chapter 7 for a detailed discussion on the prohibition against using City property and funds for personal or political purposes.

Meeting Rooms

Conference rooms are available in the City Manager's Office for shared use by members of the City Council. Councilmembers can also reserve larger meeting space for use by contacting the City Manager's Office staff.

Mail, Deliveries

Members of the City Council receive a large volume of mail and other materials from the public, private interests and staff. The City Manager's Office staff maintains a mailbox for each member. Members are encouraged to return unwanted reports and documents to staff for distribution to the public or for recycling.

Financial Matters

Council Compensation

State law and the City Code provide for modest compensation to members of the City Council. State law limits an increase in City Council salaries to 5 percent per year, effective only following the next election after adoption. Currently, Councilmembers receive a monthly stipend. Councilmembers are also eligible for participation in group insurance benefits including retirement, medical, dental, vision, and life insurance plans available at the level provided to management employees.

Expenditure Allowance

The annual City budget includes limited funding for members to undertake official City business. Eligible expenses include travel for attendance at conferences or educational seminars, and the purchase of publications and annual subscriptions. Donations to organizations are not eligible nor are meals for individuals other than Councilmembers.

Expenditure Guidelines

It is important to note that any expense must be related to City affairs. Public property and funds may not be used for any private or personal purpose. Courts have ruled that this prohibition includes personal political purposes. For example, reimbursement could not be allowed to pay for meals at a meeting designed to discuss political or campaign strategies. It is also inappropriate for City funds to pay for a meal or other expenses of a private citizen.

City budgetary practices and accounting controls apply to expenditures within the City Council budget. Reimbursement requests should be made through the City Manager's Office monthly with receipts. Expenditure records are public information.

Conflicts & Liability

Conflict of Interest

State laws are in place to prevent an action by a Councilmember that would or may constitute a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest. At any time a Councilmember believes a potential for conflict of interest exists, he/she is encouraged to consult with the City Attorney or private legal counsel for advice. Staff may also request an opinion from the City Attorney regarding a member's potential conflict. Laws that regulate conflicts are very complicated. Violations may result in significant penalties including criminal prosecution.

There are two primary laws that govern conflicts of interest for public officials in California: the Political Reform Act and Government Code section 1090. In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before the official; section 1090 prohibits a public official from having a financial interest in government contracts.

The Political Reform Act prohibits public officials from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a financial interest. Therefore, if a public official has a conflict of interest, the official must disqualify himself or herself from acting on or participating in the decision before the City.

Government Code section 1090 is similar to the Political Reform Act, but applies only to City contracts in which a public official has a financial interest. The financial interests covered by section 1090 are different from those in the Political Reform Act. A Councilmember having an interest in a contract may preclude the City from entering into the contract at all. In addition, the penalties for violating section 1090 are severe. If a Councilmember believes that he or she may have any financial interest in a contract that will be before the Council, the Councilmember should immediately seek advice from the City Attorney or the Councilmember's personal attorney.

There are a number of other restrictions placed on Council actions that are highlighted in the *League of California Cities' Guide*. Such restrictions include prohibitions on secrecy and discrimination as well as assurance that all [eCity](#) funds are spent for public purposes. Violations of these restrictions may result in personal liability for individual Councilmembers.

City Attorney Advice

The City Attorney has an affirmative duty to protect the City and City Council from conflicts of interest wherever possible. It is critical to note that while the City Attorney can render advice on the interpretation of State laws and regulations on conflict matters, such advice is solely an interpretation of the law. The only authority that can provide binding interpretations on such matters is the State Fair Political Practices Commission (FPPC). Councilmembers or the full Council may also solicit opinions on such matters directly from the FPPC; however, such opinions often take time to develop and may not readily respond to urgent matters. It is

| important to note that the City Attorney does not represent individual members of the Council, but the City Council as a whole.

Conflict of Interest Forms

An annual disclosure statement (known as a “Statement of Economic Interest” or FPPC Form 700) must be filed by all Councilmembers, designated commissioners and senior staff which lists potential conflicts of interest including sources of income, ownership of property and receipt of loans and gifts. Councilmembers and the City Manager often serve on the governing board of other agencies as a result of their positions. These agencies also require submittal of disclosure forms.

Liability

The City is a large institution offering a variety of services and may occasionally find itself subject to legal actions through lawsuits. For example, those involved in automobile accidents sometimes choose to take actions against the City since the accident occurred on a City roadway. The City must always approach its responsibilities in a manner that reduces risk to all involved; however, with such a wide variety of high-profile services all risk cannot be eliminated. The City belongs to a joint powers authority with other governments to manage insurance and risk activities.

| It is important to note that violations of certain laws and regulations by an individual member~~s~~ of the City Council may result in that member~~s~~ being held personally liable for damages which would not be covered by the City’s insurance. Examples may include discrimination, harassment or fraud. Depending on the nature of alleged misconduct, the City may or may not have a duty to defend or indemnify a Councilmember named as a defendant in a lawsuit relating to official duties.

Additional Training & Resource Materials

League of California Cities

The League is an association of virtually all cities in California. It provides many services including the production of educational conferences for local officials, publication of various newsletters and the monthly magazine *Western City*. The League has lobbyists on staff to represent the interest of cities before the state legislature and federal government and supports committees having local officials as members that are organized to address issues as they arise. The League's website at www.cacities.org provides a variety resources for public officials. The City of Oxnard participates in League activities through the Channel Counties Division.

Local Government Commission

The Commission is a California-based organization that focuses largely on planning and resource conservation issues. It conducts workshops, offers periodic seminars, and publishes newsletters. See its website for more information: <http://www.lgc.org/>.

International City/County Management Association (ICMA)

ICMA is a professional association of local government chief executives/city managers. The association has an extensive list of publications to assist local officials that can be found at its website: <http://icma.org>.

Other Resources for Reference Material

Open Government (including *Open & Public V: A Guide to the Ralph M. Brown Act*)

<http://www.cacities.org/Resources/Open-Government>

Institute for Local Government: <http://www.ca-ilg.org/>

Elections information: <http://recorder.countyofventura.org/elections/>

Political Reform Act: <https://oag.ca.gov/conflict-interest>

Fair Political Practices Commission: <http://www.fppc.ca.gov/>

City of Oxnard City Code: [http://www.amlegal.com/codes/](http://www.amlegal.com/codes/client/oxnard-ca/latest/overview)

[client/oxnard-ca/latest/overview](http://www.amlegal.com/codes/client/oxnard-ca/latest/overview)

California Legislative Information: <http://leginfo.legislature.ca.gov>

~~Rosenberg's Rules of Order: [https://www.cacities.org/Resources/Open-](https://www.cacities.org/Resources/Open-Government/RosenbergText-2011.aspx)~~

~~[Government/RosenbergText-2011.aspx](https://www.cacities.org/Resources/Open-Government/RosenbergText-2011.aspx)~~

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING REVISED PROCEDURES MANUAL

WHEREAS, Oxnard City Code Section 2-1(B) provides that the City Council may by resolution establish standing rules; and

WHEREAS, by the passage of Resolution No. 15,279 on November 19, 2019, the City Council adopted the current Procedures Manual, which revised the earlier version that had been adopted on May 10, 2016, by the passage of Resolution No. 14,915; and

WHEREAS, the City Council wishes to revise the Procedures Manual to update certain provisions.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

1. Adoption of Revised Procedures Manual. That the revised Procedures Manual attached hereto as Exhibit A is hereby adopted.
2. Repealed Resolution. Resolution No. 15,279 is hereby repealed.
3. Applicability to Other Council Legislative Bodies. The Procedures Manual as hereby revised shall apply when the Council acts as the Successor Agency to the Oxnard Community Development Commission, as well as to other legislative bodies composed of the City Council.
4. Effective Date. This resolution shall be effective on February 1, 2022.

PASSED AND ADOPTED this 1st day of February, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney



Procedures Manual City of Oxnard City Council

Adopted May 10, 2016

(City Council Resolution No. 14,915; *see also*, Housing
Authority Resolution No. 1,291)

Revised November 19, 2019

(City Council Resolution No. 15,279)

Revised February 1, 2022

(City Council Resolution No. ____)

CITY OF OXNARD
Mission Statement

It is the mission of the City government to ensure that Oxnard will have clean, safe, prosperous and attractive neighborhoods with open, transparent government.

Specifically, the City fulfills its function by:

- Addressing the needs of the residents through the City Council, the appointed commissions, and the City staff.
- Providing easy and open access to information and encouraging dialogue, enabling residents to actively engage in civic life.
- Providing for the safety of its residents, businesses, and visitors.
- Providing timely and responsive service.
- Providing special assistance to those in need.
- Functioning effectively, efficiently and with accountability.
- Creating a positive and desirable workplace environment for City employees.
- Managing change for the betterment of the City.
- Creating and maintaining a viable revenue stream, and providing for the unpredictable nature of our economy.
- Implementing and maintaining City infrastructure, facilities, and programs.
- Formulating sound environmental policies.
- Recognizing and supporting the City's diverse neighborhoods and population.
- Acting as a responsible member of the greater region.

The City Council formed the Oxnard City Council Procedures Committee in January 2011, and appointed Mayor Pro Tempore Irene Pinkard and Councilman Tim Flynn to serve on the Committee. The Committee adopted the following mission statement on March 3, 2011.

OXNARD CITY COUNCIL PROCEDURES COMMITTEE
Mission Statement

It is the mission of the City government to ensure Oxnard is a desirable, safe, and vibrant community in which to live and conduct business and to respond to the values and priorities of the residents in an open and transparent manner. In order to accomplish this mission, the Oxnard Council Procedures Committee has been created to develop guidelines and rules under which Councilmembers will operate and perform their role as legislators of the City of Oxnard.

C O N T E N T S

Chapter 1

Introduction

Purpose of the Procedures Manual 5

Overview of City Documents 5

Orientation of New Councilmembers 6

League of California Cities *Guide* 6

Chapter 2

Oxnard City Council: Powers and Responsibilities

City Council Generally 7

Role of Mayor & Mayor Pro Tempore 7

Appointment of City Manager and City Attorney 8

Role in Disaster 8

Appointment of Advisory Bodies 8

Chapter 3

City Council Meetings

General Procedures 9

Meeting Schedule 10

Special Meetings 10

Development of Agenda 10

Placing Items on Agenda 10

Notification and Advertising..... 11

Order of Business 11

Discussion Rules 13

Voting Procedures..... 14

Other Guidelines 15

Open Meeting Laws (the “Brown Act”) 16

Chapter 4

Council Communications

Overview 18

Correspondence from Councilmembers 18

Speaking for “the City” 18

Local Ballot Measures 19

State Legislation, Propositions 19

Chapter 5

Interaction with City Staff

Overview	20
Council-Manager Form of Government	20
Council-Manager Relationship	20
City Manager Code of Ethics	21
City Council-City Attorney Relationship	21
Roles and Information Flow	21
Dissemination of Information	22
Staff Relationship with Advisory Bodies	22

Chapter 6

Support Provided to City Council

Staff Support	23
Office Equipment	23
Meeting Rooms	24
Mail, Deliveries	24

Chapter 7

Financial Matters

Council Compensation	25
Expenditure Allowance	25
Expenditure Guidelines	25

Chapter 8

Conflicts & Liability

Conflict of Interest	26
City Attorney Advice	26
Conflict of Interest Forms	27
Liability	27

Chapter 9

Additional Training & Resource Materials

League of California Cities	28
Local Government Commission	28
International City/County Management Association.....	28
Other Resources for Reference Material.....	28

Introduction

The Oxnard City Council establishes policies and priorities for the community and is responsible for the fiscal health of a public corporation with an annual budget, including as of the date of last approved revision of this Procedures Manual an operating and capital improvement budget of nearly \$633 million per year. Oxnard is a “full service” city, with its own police, fire, water, wastewater and environmental resources (solid waste) departments, and is an organization with more than 1,300 full-time equivalent employees that has Citywide assets totaling nearly \$3 billion in value (roads, buildings, parks, etc).

Purpose of the Procedures Manual

By developing and agreeing to adhere to the following guidelines and procedures, the effective administration of City Council affairs will be greatly enhanced. This Procedures Manual shall also apply when the Council acts as the Successor Agency to the Oxnard Community Development Commission, as well as to the proceedings of the Oxnard Housing Authority and the other public entities for which the City Council acts as the governing body. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide the Mayor and Councilmembers in their actions. It is anticipated that this Procedures Manual will be reviewed every two years by the City Council and may be revised from time to time.

Overview of City Documents

This Procedures Manual provides a summary of important aspects of City Council activities. However, it cannot incorporate all material and information necessary for undertaking the business of a city council. Many other laws, policies, plans and documents exist which bind the City Council to certain courses of action and practices. A summary of some of the most notable documents that establish City Council direction is provided below.

City Code: The City Code contains local laws and regulations adopted by ordinances. The Administrative Chapter of the Code shall incorporate by reference the rules and procedures established herein including the roles of the Mayor, Mayor Pro Tempore and City Council. Included in the Administrative Chapter of the Code is appointment of certain city staff positions and the establishment, qualifications, appointment and terms applicable to certain advisory commissions. In addition to these administrative matters, the City Code contains a variety of laws. The City Code is available either on the City’s website or from the City Clerk.

California Government Code: The California Government Code contains many statutes that set forth requirements for the operation of city government. Many of these requirements are also replicated within the City Code to ensure there is broad awareness of such requirements. Oxnard is a “general law” city, which means it is organized in accordance with provisions of the Government Code. The Government Code provides for Oxnard’s City Council-City Manager form of government, which was adopted as the City’s form of government by ordinance approved by the City’s voters. Basically, this form of government prescribes that a city council’s role is to establish policies and priorities, while the role of the City Manager is to oversee the operations of the city government.

Annual Budget: The City's annual budget provides a description of City services and the resources used to provide services. The document contains both a broad overview of the budget, and detailed descriptions of programs and services, organized for convenience by lead departments. The City operates on a July 1st through June 30th fiscal year with a budget that includes governmental funds like the General Fund; special revenue funds; enterprise funds like Water, Wastewater and Environmental Resources; and internal service funds.

General Plan: The General Plan is comprised of a number of elements, such as land use, circulation, open-space, and housing, all in accordance with State requirements, and provides a policy framework for various matters that fall within these areas. A separate planning document, the Coastal Land Use Plan, applies in selected regulatory areas in the City's Coastal Zone.

Orientation of New Councilmembers

It is important that members of the Council have an understanding of the full range of services and programs provided by the organization. As new members join the City Council the City Manager arranges for new member training, conferences and familiarization with all facets of City government.

League of California Cities Guide

A publication that provides additional useful information is the *New Mayors and Council Members Resource Guide* updated annually and available through the League of California Cities website: <http://www.calcities.org/>. The *Guide* contains general information on the role and responsibilities of city councilmembers and on the specific requirements and laws that govern Council actions.

Oxnard City Council: Powers and Responsibilities

City Council Generally

The powers of a city council in California to establish policy are quite broad. Essentially, councils may undertake any action related to the establishment of city policies that affect city affairs other than those that are denied by the California Constitution and general laws or are preempted by state or federal law. Specifically, *the Council shall have the power, in the name of the City, to do and perform all acts and things appropriate to a municipal corporation and the general welfare of its inhabitants, subject to statutory limitations and which are not specifically forbidden by the Constitution and laws of the State of California.*

It is important to note that the City Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Mayor Pro Tempore have some additional ceremonial and administrative responsibilities as described below, in the establishment of policies, voting and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the Council is upheld. Actions of staff to pursue the policy direction established by a majority of Council does not reflect any bias against Councilmembers who held a minority opinion on an issue.

The City Council has occasionally debated whether it should take positions of a broader nature or limit itself to purely municipal functions. Historically, Oxnard City Councils have chosen to not take positions on issues outside of their immediate authority to effect. The propensity of the City Council to involve itself in such issues reflects the personalities and outlooks of the members who are elected to four-year terms.

Limitations are imposed on a Councilmember's ability to serve on appointed boards of the City. State law expresses that no member of the Council shall serve as a voting member of any city board, committee, or commission, whether composed of citizen volunteers, city employees, or a combination of both. This is not construed as prohibiting members of the Council from serving on committees or subcommittees of the Council itself, or of agencies representing other levels of government. In fact, Councilmembers often participate and provide leadership in regional and state programs and meetings. Councilmembers are strongly encouraged to provide reports during Council meetings on matters discussed at subcommittees and other regional or state board/agency/group activities in which they have been involved.

Role of Mayor & Mayor Pro Tempore

Mayor: The Mayor is to preside at all meetings of the City Council. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the City for ceremonial purposes only.

The Mayor, unless unavailable, shall sign all ordinances, and other documents that have been adopted by the City Council and require an official signature; except in those instances when the City Manager, or other staff, have been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Mayor Pro Tempore's signature will be used.

Mayor Pro Tempore: The City Council has specified that the Mayor Pro Tempore shall perform the duties of the Mayor during the Mayor's absence or disability. The Mayor Pro Tempore shall serve in this capacity at the pleasure of the City Council.

Appointment of City Manager and City Attorney

The City Council has the authority to appoint only two positions within the City organization: the City Manager and the City Attorney. Both positions serve at the will of the City Council. The City Manager and City Attorney are employees of the City and have employment agreements that specify certain terms of employment including annual evaluations by the City Council. The City Manager is responsible for all other personnel appointments within the City.

Role in Disaster

In consultation with the City Manager, the City Council may be asked to participate at the City's Emergency Operations Center (EOC), located within the Fire Department, to provide policy guidance and to receive information in an emergency. The California Emergency Services Act (California Government Code Sections 8550 et seq.) provides for the preservation of local government during an emergency and specifies the duties and powers of local government to appoint contingency successors in office for various public officials, including the City Council and the City Manager, to serve when the elected or appointed incumbent is unavailable during an emergency.

Appointment of Advisory Bodies

The City has a number of standing advisory bodies, the rules, regulation and requirements of which can be found in the Administrative Chapter (Chapter 2) of the City Code. The Mayor, "with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute." California Government Code Section 40605. For appointments to Citizen Advisory Groups (CAGs) each Councilmember shall strive to nominate a commissioner from the Councilmember's district to serve on each CAG. The Mayor shall nominate one commissioner at-large for each CAG.

City Council Meetings

General Procedures

Rules of Order: Except as otherwise provided by applicable law or as specifically provided in this Procedures Manual, the current edition of "Robert's Rules of Order Newly Revised" shall govern the conduct of City Council meetings.

Presiding Officer:

- a. The Mayor or in the Mayor's absence, the Mayor Pro Tempore, or a temporary presiding officer in appropriate circumstances, shall be the presiding officer of the City Council.
- b. In the absence of the Mayor and Mayor Pro Tempore, the City Clerk shall call the City Council to order. The temporary presiding officer shall be the Councilmember present with the greatest length of service on the City Council. Upon the arrival of the Mayor or the Mayor Pro Tempore, the temporary presiding officer shall relinquish the chair at the conclusion of the business then before the City Council.
- c. The presiding officer shall assume the chair at the hour appointed for the meeting and shall call the City Council to order.
- d. The presiding officer shall preserve strict order and decorum at all City Council meetings, state questions before the City Council, and announce the City Council's decision on all matters.
- e. The presiding officer shall decide all questions of order, subject however, to an appeal by any Councilmember to the City Council as a whole, in which event a majority vote of the City Council shall govern and conclusively determine questions of order.
- f. Unless prohibited by State law, the presiding officer shall vote on all questions before the City Council.
- g. The presiding officer may move, second and debate from the chair, subject only to such limitations of debate as are imposed on all Councilmembers by this Procedures Manual.
- h. The presiding officer shall not be deprived of any of the rights or privileges of a Councilmember by reason of acting as presiding officer.

Seating arrangement of the Council: The Mayor Pro Tempore is seated immediately next to the Mayor. The Mayor, with the approval of individual Councilmembers, shall establish the seating arrangement for regular Council meetings.

Quorum: Four-sevenths of the Councilmembers constitute a quorum for the transaction of business. When there is no quorum, any Councilmember shall adjourn such meeting or, if no Councilmember is present, the City Clerk shall adjourn the meeting.

Minutes: The minutes of City Council meetings shall be prepared by the City Clerk and shall be maintained in a book as a record of each particular type of business transacted. The City

Clerk shall be required to make a record only of such business as was actually passed upon by a vote of the City Council and shall not be required to record any remarks of Councilmembers or of any other person except at the special request of a Councilmember. If provided, the City Clerk shall record the name of any person addressing the City Council or submitting a written speaker card. As soon as possible after each City Council meeting, the City Clerk shall cause a copy of the minutes thereof to be forwarded to each Councilmember and the City Manager. Unless the reading of the minutes of a City Council meeting is requested by a Councilmember, such minutes may be approved without reading, if the City Clerk has previously furnished each Councilmember with a copy thereof. Any Councilmember, upon request, shall have entered in the minutes the right to have personal reasons for support for, dissent from, or protest against, any action of the City Council.

Meeting Schedule

By Ordinance No. 2,949 the City Council has established their regular meeting calendar, which provides that unless otherwise approved by City Council action, the Council shall conduct regular meetings in the Council Chambers, at 305 West Third Street on the first and third Tuesdays of every month. Regular meetings begin no earlier than 4:30 p.m. Closed sessions are generally held, as needed, at the beginning of the regular meeting.

Regular meetings throughout the year may be cancelled. The Mayor and Councilmembers should inform the City Manager's secretary as soon as possible if they intend to be out of town on a set meeting date.

Special Meetings

Special meetings may be called by the Mayor or a majority of the City Council in compliance with the Brown Act, which is discussed in more detail later in this Chapter. Written notice typically must be given to the public, and to the media requesting such notice, at least seven (7) days prior to a special meeting. No business other than that officially noticed may be discussed. The Mayor or City Council may call a special meeting to discuss goals and priorities for the upcoming year.

Development of Agenda

Subject to certain exceptions set forth in the City Code, a copy of the agenda for Council meetings is transmitted to the Council and posted to the City's website twelve days prior to a regular meeting and seven days prior to a special meeting. All agenda materials are posted with the agenda on the City's website and are also available after posting during normal business hours at the Main Branch of the Public Library and in the Office of the City Clerk.

Placing Items on Agenda

Inclusion of Item on Future Agenda by City Council:

While most agenda items are scheduled through the City Manager's Office based on the administrative needs of the City, the intent of this policy is to provide an orderly means through which an individual Councilmember can raise an issue for discussion and possible City Council direction or action. A Councilmember requesting an item to be placed on a future Council meeting agenda may (1) briefly announce their request during the City Council Business/Committee Reports portion of a Council meeting agenda, (2) submit a detailed request in writing to the City Clerk, or (3) both. Each request shall be referred to the City Council

Committee most related to the subject of the request, unless the need for action requires the item to be considered sooner in which case the item may be placed on the agenda for the next Council meeting at the discretion of the Mayor and Mayor Pro Tempore.

If a majority of such committee agrees the City Council should consider the item, the City Manager will determine when to place the item on a future agenda based on time necessary to complete the research and staff workload considerations and the effect on City Council established priorities.

Emergency and Non-Agendized items: Emergency and non-agendized items may be added to an agenda only in accordance with state law. *Emergency items* are only those matters affecting public health or safety such as work stoppages, disasters and other severe emergencies. Adding an emergency item requires a majority vote. Emergency items are very rare. More likely, after the agenda has been posted an item arises that the Council would like to act on. *Non-agendized items* may be added to the agenda only if the Council makes findings that (1) the need to consider the item arose after the posting of the agenda, and; (2) there is a need to take immediate action at this meeting of the City Council. These findings must be approved by a two-thirds vote of members present; if less than five members of Council are present, the findings require a unanimous vote of those present.

Notification and Advertising

The City will continue to publicize matters of significant neighborhood or community public interest that appear on a City Council agenda, as well as all matters where advertising is required by law.

Order of Business

At every meeting, the order of business shall be discussed and acted upon in substantially the following manner, provided that the presiding officer may alter the order of business with City Council concurrence.

- Roll call/posting of agenda
- Public comments on closed session items
- Closed session
- Appointment items
- Opening ceremonies / Pledge of Allegiance
- Ceremonial calendar
- Public comments on matters not on the agenda and within the subject matter jurisdiction of City Council
- City Manager's report
- City Council business/committee reports
- Review of information/consent agenda
- Public comments on information/consent agenda
- Information/consent agenda
- Public hearings to commence at 6:15 p.m.
- Reports
- Study session
- Adjournment

Roll Call: Before proceeding with City Council business, the City Clerk shall enter in the minutes the names of all Councilmembers present.

Ceremonial Calendar: Ceremonial items shall normally be limited to two items per meeting, not to exceed five minutes per item.

Public Comment: Public comments shall be received at several times during each meeting for particular portions of the agenda as specified above. Comments on agendized items are not heard until the particular item is called. Unless otherwise approved by City Council action, public comments relating to the subject matter of discretionary public hearings or public hearings required by law, shall be presented only at the time of the conduct of the hearing. Individuals desiring to speak are to address the Council from the speaker podium. Speaker cards should be filled out and given to the City Clerk prior to public comment, although persons who wish to speak are not required to provide their names or addresses.

General public comments about issues not on the agenda are received near the beginning of a regular meeting. Speaker cards will not be accepted after the beginning of the general public comment period in order to allow for fair allocation of time amongst the known speakers. If the time required to complete general public comments exceeds 30 minutes, any public comments thereafter shall occur immediately prior to the adjournment of the meeting. If during public comment, a person expresses a concern regarding City Council staff or service, City Council may refer the nature of the concern to staff for investigation, resolution or a report.

Comments should focus on a specific matter within the Council's jurisdiction. Members of the public are encouraged to present written comments, preferably in advance of the meeting, as a way to fully communicate their thoughts on agendized or non-agendized items. When written materials are presented, they should be submitted to the City Clerk for distribution and record keeping ahead of time.

Videos, PowerPoint or similar presentations during public comment ordinarily are not permitted. Prior notice and coordination with the City Clerk is strongly encouraged and the Mayor reserves the privilege to limit such requests as necessary for the effective conduct of the meeting.

Public comment on regular business items normally follows staff's presentation of the staff report, clarifying questions from Councilmembers and applicant comments as necessary and appropriate. Speaker cards should be filled out and given to the City Clerk prior to public comment.

Unless otherwise extended or limited by the presiding officer, each person shall limit public comments to three minutes on any agenda item at a meeting with a cumulative total of ten minutes for all agenda items at such meeting, provided that such ten minute limit shall be voluntary. The presiding officer may grant a representative of a large speaker group additional time (up to ten minutes) to speak for the group on any agenda item.

A person wishing to address City Council shall first be recognized by the presiding officer and, once recognized, shall directly address the City Council.. No person, other than a Councilmember and the person having the floor, shall be permitted to enter into any discussion without recognition by the presiding officer.

Information/Consent Agenda: The information/consent agenda shall consist of routine items for which staff contemplates no discussion by the City Council. Information/consent agenda items shall be supported by such written reports and information as the City Manager deems necessary to apprise the City Council of the action required and to enable the City Council to make a decision in the best interests of the City. An information/consent agenda item may be removed for discussion at the request of a Councilmember or the City Manager. A removed information/consent agenda item may be considered after the City Council acts upon the remainder of the information/consent agenda.

Appointment Items: Items may be scheduled for a specific time to accommodate presentations and consideration of selected matters.

Public Hearings: Public hearings are scheduled to comply with State law or at the discretion of the City Council to discuss a matter of special community interest. Unless otherwise approved by the City Council, public hearings shall be scheduled to commence at 6:15 p.m. Any person directly involved in the subject matter of a public hearing, such as an applicant, developer, representative of affected homeowners association, property owner or neighborhood council may speak for any length of time at the discretion of the presiding officer.

Reports: A report shall consist of an item contemplated by staff to require a written or oral report and on which the City Council will discuss and deliberate on a course of action, including an item appearing on the agenda under City Manager's Report. Unless additional time is granted by the presiding officer or has been previously approved by the City Manager, staff reports shall be limited to ten minutes.

Study Session: The City Council may conduct a study session on subjects and issues as appropriate at any meeting. Such a study session shall be open to the public and shall be devoted to the gathering of information preliminary to consideration of the subject matter at a future regular or special meeting, or for the City Council to discuss various issues and programs with the City Manager and staff. The City Council shall not formally act upon any matter during a study session.

City Council Business/Committee Reports: Each Councilmember may make a brief announcement, or make a brief report on their activities, including reports on meetings attended at City expense; and may request to schedule consideration of placing an item on a future agenda. The Council cannot enter into detailed discussion or take action on any item presented during this report. A Councilmember's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

Adjournment: City Council meetings shall adjourn no later than 10:00 p.m., unless the meeting is extended by a majority vote.

Discussion Rules

To assist the City Council in the orderly discussion of items, rules are followed which represent accepted practices for the management of Council meetings.

1. **Obtaining the Floor:** A member of the City Council or staff shall first address the presiding officer to gain recognition. Comments and questions should be directed through the presiding officer and limited to the issue before the Council. Cross-exchange between Councilmembers and public should be avoided.

2. **Questions to Staff:** A Councilmember shall, after recognition by the presiding officer, address questions to the City Manager, City Attorney, department head or designated staff member. If a Councilmember has questions on an agenda item, that member should preferably contact the City Manager prior to the meeting in order to allow the City Manager to direct staff with enough time to research a response for the meeting.
3. **Interruptions:**
 - a. Once recognized, a Councilmember is considered to have the floor, and another Councilmember may not interrupt the speaker except to make a point of order or point of personal privilege, or as otherwise permitted in the Rules of Order. In such a circumstance, the Councilmember holding the floor shall cease speaking until the issue raised is resolved.
 - b. Upon being recognized by the Chair, members of the staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Chair.
4. **Discussion:** A Councilmember should not speak more than once on a particular subject until every other Councilmember has had the opportunity to speak, and shall be limited to speaking twice during discussion on an agenda item unless additional time is granted by the presiding officer. Councilmembers are encouraged to discuss items during the decision-making process and may ask staff to respond when appropriate. The Mayor normally allows other members to speak first, then will give his/her views and summarize. If a Councilmember desires to use a PowerPoint presentation or similar visual aid during a meeting, the Councilmember shall provide the City Clerk with a copy of the material to be used prior to the commencement of the meeting at which it will be used.
5. **Tabling Procedure:** Tabling an item immediately stops discussion and causes a vote to postpone a matter indefinitely or to a time and date certain. A motion to “continue” an agenda item has the same effect, but is generally used when a scheduling problem arises or when insufficient time is available to address the matter thoroughly.
6. **Right of Protest:** A Councilmember is not required to state reasons for a dissenting vote.
7. **Calling for the Question:** The purpose of calling for the question is to disallow further debate and put an issue to an immediate vote. Once recognized by the presiding officer, a Councilmember may move to “call for the question” on an item which is being considered. The motion requires a second, is not debatable, and must pass by a two-thirds vote. If the motion carries, the item is no longer debatable and the City Council must vote on it.

Voting Procedures

When present, all Councilmembers are to vote unless prohibited by law or conflict of interest. Unless a Councilmember states an intention not to vote, the City Clerk shall record silence as an affirmative vote.

A conflict of interest shall be declared whenever appropriate and in compliance with State law. The affected Councilmember will step down from the dais and leave the Chambers as required by State law.

As required by the Brown Act, the vote or abstention of each Councilmember present shall be publicly reported and such vote shall be entered in the minutes of the City Council showing those Councilmembers voting aye, those voting no and those not voting or absent. When taking a roll call vote, the City Clerk shall call the names of the Councilmembers, alternating the order.

Tie Vote: A motion fails on a tie vote. The presiding officer may publicly explain the effect of the tie vote for the audience or may direct the City Attorney to do so.

Motions: There are a number of types of motions, each of which must meet certain requirements before a vote can be taken. Enactment of an ordinance, adoption of a resolution, as well as approval of a motion or order involving a payment of money requires the affirmative vote of four Councilmembers. Other motions or actions require a vote in favor of the action or motion by a majority of a quorum of Councilmembers present, unless otherwise specified by State law.

Reconsideration: Reconsideration of an item shall be allowed in accordance with the following Council guidelines. A member of the prevailing majority when the previous vote was taken must make a motion for reconsideration. The City Council has determined that any motion for reconsideration should be made at the meeting at which the action was taken. No motion for reconsideration will be entertained after this time unless the City Council determines significant new information has arisen which warrants such action and the reconsideration can be properly agendaized.

Other Guidelines

Other guidelines have been developed to ensure that meetings of the Council are conducted in a civil and professional manner. Councilmembers and staff shall:

1. Work to preserve appropriate order and decorum during all meetings.
2. Discourage side conversations, disruptions, interruptions or delaying efforts.
3. Inform the presiding officer before departing from a meeting.
4. Limit disruptive behavior. The presiding officer will call persons demonstrating rude, boisterous, or profane behavior to order. If such conduct continues, the presiding officer may call a recess, request the removal of such person(s) from the Council Chambers, adjourn the meeting, or take other appropriate action. The Council has a policy to discourage applause, booing or other similar behaviors from the public during meetings.
5. Recognize that only the City Council, staff, advisory body chairs or designated representatives, and those authorized by the presiding officer shall be permitted to sit at the Council dais or staff tables. No persons except City officials, their representatives and representatives of news-gathering agencies shall be permitted to approach the City Council without the consent of a majority of the City Council.
6. Limit breaks of the City Council to 5-10 minutes. The Mayor will resume the meeting if a quorum exists and other members have not returned from the break within the announced time period.

7. Impose time limits on speakers. While the City Council encourages and embraces the need for and right of public participation, it acknowledges that public comments must, at times, be limited. The Mayor, as presiding officer, may poll the audience for an indication of the number of people wishing to speak on a particular item, and to impose time limits per speaker. Typically, speakers are limited to three minutes but a shorter time limit may be established as deemed necessary; however, project applicants, developers of a project under consideration, representatives of affected homeowners associations, neighborhood councils or similar groups may, at the discretion of the presiding officer be granted a longer time period for comment. After the time limit, Council may ask questions of the speaker for clarification, if needed. Each speaker will be thanked for his or her participation.
8. Meetings outside the City of a majority of the City Council, even if permissible under the Brown Act, are discouraged, so as to maximize public participation.

Values of Respect: The City Council has also recognized the importance of approaching the public's business in an environment of personal respect and courtesy, which emphasizes the consideration of policy and avoids personalization of comments. Some guidelines utilized by the City Council include:

1. Discussion should focus on policy matters.
2. Personal criticism of members is inappropriate.
3. Proper decorum should be displayed as other members express their views.
4. Treat members of the public equally, applying rules in a fair and consistent manner.

Enforcement of Order: The Police Chief or designee acts as the Sergeant-At-Arms. Any Councilmember may request the presiding officer to enforce the rules of protocol. Upon motion and majority vote, the presiding officer shall be required to do so.

Open Meeting Laws (the "Brown Act")

Operations and procedures of the City and City Council incorporate requirements of the Ralph M. Brown Act, which is the State's open meeting law (California Government Code Sections 54950 et seq., commonly referred to as the Brown Act). Because this law is such an important part of local government operations, some specific requirements of the law are highlighted below.

Applicability and Penalties: The entire City organization conducts its business in compliance with the Brown Act. The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

- A. Applicability: The Brown Act applies to Council and all commissions, boards and Council appointed subcommittees (except if comprised entirely of less than a quorum of Councilmembers for a limited purpose and duration) that advise Council. Staff cannot promote actions that would violate the Brown Act.
- B. Meetings: All meetings shall be open and public. A City Council meeting takes place whenever a quorum (four or more members) is present and information about City

business is received; discussions qualify as a meeting. Social functions (e.g., receptions, dinners) do not fall under the Brown Act unless City business is discussed.

Serial meetings, which take place when any member of Council or City staff contact more than three Councilmembers for the purpose of deliberating or acting upon an item pending before the City Council, are prohibited. This restriction does not apply to individual contacts where the comments or position of Councilmembers are not communicated to a majority of Councilmembers. Note that the Brown Act applies to City Councilmembers immediately after their election and prior to their swearing-in ceremony.

- C. Agendas: Agendas must be posted in a location freely accessible to the public as well as the City's website, and must meet various requirements, such as including a brief general description of each item to be discussed or acted upon by City Council. The time periods set forth in the City's Sunshine Ordinance and described previously for posting agendas exceed the minimum requirements of the Brown Act. The City Council shall adhere to the broader requirements of the Sunshine Ordinance.
- D. Actions: No action can be taken on any item not appearing on the posted agenda.
Exceptions: 1) An emergency situation exists (determined by a majority of the Council). 2) The need to take action arose subsequent to the agenda being posted and there is a need for immediate action (determined by two-thirds vote of the Council; or if less than two-thirds are present, by unanimous vote). 3) The item was continued to another meeting that was scheduled and posted within 5 days of the original agenda.
- E. Public Input: The Brown Act contains provisions concerning Public Comment on matters within the City Council's jurisdiction and particular matters on the agenda, summarized elsewhere in this manual. These provisions will be followed by the City Council.
- F. Public Disruptions: A portion or all of the public may be removed if willful disruption makes conducting the meeting "unfeasible"; the press may remain unless they participate in the disruption.
- G. Correspondence: All writings distributed for discussion or consideration at a public meeting are public records.
- H. Emergency Meetings: Emergency meetings may be called without notification due to the disruption or threatened disruption of public facilities. Only work stoppages or crippling disasters that impair the public health and/or safety qualify for emergency meetings.
- I. Other Provisions: The Brown Act provides many other restrictions and requirements; this Chapter is intended merely as a Council summary and overview of the Brown Act, and nothing in this Chapter supersedes the provisions of the Brown Act. Please check with the City Attorney and/or the City Clerk for more information.

Council Communications

Overview

Perhaps the most fundamental role of a Councilmember is communication: communication with the public to assess community opinions and needs, and communication with staff to provide policy direction and to gain an understanding of the implications of various policy alternatives. Because the City Council performs as a body (that is, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking as a Councilmember. Equally important, when members are expressing personal views and not those of the Council, the public should be so advised.

Correspondence from Councilmembers

Members of the City Council may occasionally be called upon to write letters to citizens, businesses or other public agencies. Typically, the City Manager will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Correspondence sent on behalf of the Council is placed on official City letterhead and is signed by the Mayor or City Manager. Individual members of Council may prepare letters to constituents in response to inquiries or to provide requested information. Individualized City Councilmember letterhead is available for this purpose, and staff can assist in the preparation of such correspondence. Councilmembers are encouraged to provide copies of any correspondence on City letterhead to the City Manager.

On occasion, Councilmembers may wish to transmit correspondence on an issue upon which the Council has yet to take a position or about an issue for which the Council has no position. In these circumstances, Councilmembers should use their personalized letterhead and clearly indicate within letters that they are not speaking for the City Council as a whole, but for themselves as one member of the Council.

After the City Council has taken a position on an issue, official correspondence should reflect this position. While Councilmembers who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official Council title, and staff support should not be utilized in order to avoid confusion. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.

Councilmembers may be asked to prepare letters of recommendation for students and others seeking appointment. Councilmembers may utilize City letterhead and their Council titles, but should indicate that the views expressed are those of the Councilmember (as opposed to the City Council). No review by the full Council is required; however, copies will be kept on file.

Speaking for "the City"

Similar to written correspondence, when Councilmembers are requested to speak to groups or are asked the Council's position on an issue, the response should reflect the position of the Council as a whole. Of course, a Councilmember may clarify their vote on a matter by stating, for example, "While I voted against X, the City Council voted in support of it." When

representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council's position rather than that of an individual member.

Local Ballot Measures

At times measures that affect City Council policy may be placed on the ballot. There are restrictions regarding what actions a City Council or individual Councilmembers may take on ballot measures. Guidelines as to what is permissible are available from the City Clerk or City Attorney upon request.

State Legislation, Propositions

The City Council periodically adopts a Legislative Program to enable the City to respond to pending state and federal legislation in a proactive manner (the current Legislative Program is posted on the City's website). The Mayor (or Mayor Pro Tempore in the Mayor's absence) would be authorized to sign correspondence expressing the City Council's position on legislation consistent with the Legislative Program and/or other positions approved by the City Council.

Staff maintains direct and consistent contact with contracted state and federal lobbyists and monitors the League of California Cities, Association of California Water Agencies and other sources to identify pending legislation that may impact the City. Letters expressing the City's position will be drafted for the Mayor's signature, with copies distributed to each Councilmember. Pending legislation not addressed by the Legislative Program, or staff recommendations that deviate from the Legislative Program, would be agendaized for City Council consideration.

Interaction with City Staff

Overview

City Council policy is implemented on a daily basis through staff. Therefore, it is critical that the relationship between Council and staff be well understood by all parties so that policies and programs may be implemented successfully. The City of Oxnard has a long tradition of positive relationships between members of the City Council and staff. To maintain these effective relationships it is important that roles are clearly recognized.

Council-Manager Form of Government

Like most California cities, Oxnard has adopted a City Council-City Manager form of government. The Council appoints a City Manager to implement policy, enforce its laws, to direct the daily operations of city government, and to prepare and monitor the municipal budget. The City Code specifies roles and responsibilities and requires that Councilmembers work through the City Manager in dealing with City staff unless simply requesting information from department heads or other staff members. The City Manager is responsible to the City Council as a body rather than to individual Councilmembers.

Council-Manager Relationship

The employment relationship between the City Council and City Manager reflects the fact that the City Manager is the chief executive officer of the City. The City Manager has an employment agreement with the City Council. Regular communication between the City Council and City Manager is important in maintaining effective interpersonal relations. All dealings with the City Manager, whether in public or private, should be consistent with the authority of the City Manager in administrative and personnel matters. Councilmembers should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the City Council. Further, Councilmembers should avoid involving themselves in matters regarding individual City employees or related affairs.

The City Council evaluates the City Manager's performance annually to ensure that both the City Council and City Manager are in agreement about organizational performance and priority goals that are based on mutual trust and common objectives which are put forth in a strategic summit, which should be conducted every three to five years.

As in any professional relationship, it is important that the City Manager keep the City Council informed. The City Manager respects that the final responsibility for establishing the policy direction of the City is held by the City Council. The City Manager communicates with City Council in various ways. In addition to the formal Council meetings, there are periodic briefing meetings with individual Councilmembers and written memoranda and email. Communication must be undertaken in such a way that all Councilmembers are treated similarly and kept equally informed and provided with updates on significant fiscal matters, major projects, or other critical issues. It is also important that the Council provide ongoing feedback, information and perceptions to the City Manager including responses to written communications and surveys requesting feedback.

City Manager Code of Ethics

The City Manager is subject to a professional code of ethics developed by the International City/County Management Association (ICMA) that binds the City Manager to certain practices that are designed to ensure his or her actions are in support of the City's best interests.

Violations of such standards can result in censure. A copy of the ICMA Code of Ethics can be found at <https://icma.org/icma-code-ethics>.

City Council-City Attorney Relationship

The City Attorney is the legal advisor for the Council, City Manager and departments. The general legal responsibilities of the City Attorney are to: 1) provide legal assistance necessary for formulation and implementation of legislative policies and projects; 2) represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings; 3) prepare ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are prepared; and 4) keep City Council and staff apprised of court rulings and legislation affecting the City's legal interests. It is important to note that the City Attorney does not represent individual members of the Council, but the City Council as a whole.

Roles and Information Flow

Objectives: It is the intent of staff to ensure Councilmembers have free and easy access to information from the City and to ensure that such information is communicated completely, with candor and without bias. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, or executing department priorities without the prior knowledge and approval of the City Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Councilmembers, and to allow staff to execute the priorities given by management and the Council as a whole without fear of reprisal. Undue influence exercised by Councilmembers may result in censure.

Council roles: The full City Council retains power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, service levels, workloads and schedules, departmental priorities, and the performance of City business. If a Councilmember wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council in accordance with the Brown Act, preferably in open session, to do so as a matter of Council business.

Should a Councilmember become dissatisfied about a department, he/she should always talk it over with the City Manager and/or the Assistant City Manager, not the department head. Concerns about a department head must be taken to the City Manager only.

To assist the City Manager in his/her ability to monitor the flow of information, requests for information are best tracked if submitted in writing, either in memorandum form or through email. And to ensure proper responsiveness, Councilmembers are asked to "cc" both the department head and the City Manager on all correspondence with staff.

Staff roles: The Council recognizes the primary functions of staff as serving the community, executing Council policy and actions and keeping the Council informed. Staff is obligated to

take guidance and direction only from the Council as a whole or from the appropriate management supervisors. Staff is directed to report to the City Manager any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

City staff will make reasonable efforts to respond in a timely and professional manner to all requests made by individual Councilmembers for information or assistance; provided that, in the judgment of the City Manager, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full City Council. If a request by an individual Councilmember is determined by the City Manager to take one hour or more of staff time to complete, that request may be included on the formal Council agenda for full Council discussion.

Dissemination of Information

In cases where a staff response to an individual Councilmember request involves written materials that may be of interest to other Councilmembers, the City Manager will provide copies of the material to all other Councilmembers. In making this judgment, the City Manager will consider whether the information is significant, new, otherwise not available to the Council or of interest to the Council.

Staff Relationship with Advisory Bodies

Staff support and assistance is typically provided to commissions and task forces. However, advisory bodies do not have authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and ultimately the City Manager and City Council. The members of the commission/ board/ committee are responsible for the functions of the advisory body, and the chairperson is responsible for committee compliance with City policies and practices.

Staff support often includes preparation of an agenda and its posting in compliance with the Brown Act. Staff may also prepare reports providing background on the issue, alternatives, a recommendation, and appropriate backup materials, if necessary. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. The assigned staff person may serve as secretary, taking minutes as needed. Staff members are to assist the advisory body chair to ensure appropriate compliance with state and local laws and regulations.

It is important that advisory bodies wishing to communicate recommendations to the City Council do so through approved Council agenda procedures. In addition, if a commission wishes to correspond with an outside agency, that correspondence will be prepared by staff for review by the City Manager and possible approval by the City Council. Individuals who would like staff to perform research or for the commission to review a particular issue must gain the approval for such a request from the full City Council before any work is planned or done.

Support Provided to City Council

Staff Support

General administrative support to members of the City Council is provided through the City Manager's Office. Secretarial services including scheduling of appointments, receipt of telephone messages, and word processing are available as needed. Sensitivity to the workload of support staff members in the City Manager's Office is appreciated. Should requested tasks require significant time commitments, prior consultation with the City Manager is requested.

Office Equipment

To enhance Councilmembers' ability to communicate with staff and the public, the City Council offices are equipped with computers and telephones with voicemail.

Councilmembers may be connected from their home to the City's computer network. Information Technology staff will provide initial assistance in setting up necessary software and hardware. While staff will maintain those computer applications related to City affairs, staff cannot provide assistance for personal computer applications. When individual Councilmembers have completed their term of office, any installed software and City equipment must be returned to the City.

These technologies facilitate efficient communication by Councilmembers. However, their use also raises important legal issues to which Councilmembers must pay special attention. First, the Brown Act prohibits members from using "technological devices" to develop a concurrence by a majority regarding an action to be taken by the Council. "Technological devices" under the Brown Act include phones, faxes, computer email, public access cable TV and video. Councilmembers should not use email, faxes or phones for communicating with other Councilmembers in order to develop a majority position on any particular issue that may come before the full Council. The Brown Act was recently amended to prohibit Councilmembers' use of internet-based social media platforms to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the City Council. Councilmembers are specifically prohibited from responding directly to any communication on an internet-based social media platform regarding posts relating to such business that is made, posted, or shared by any other Councilmember.

Second, be aware that emails sent by Councilmembers regarding City business are public records under the Public Records Act. Even though it does not create paper, sending email is more similar to mailing a letter than placing a telephone call. The information in the email is stored on the computer network until deleted, and may continue to exist on the network's back-up systems even after being deleted. As a result, emails can become records of the City maintained in the course of business, and thus available for public disclosure under the Public Records Act.

Finally, the City's email system is intended for the conduct of official business, and not for personal or political reasons. See Chapter 7 for a detailed discussion on the prohibition against using City property and funds for personal or political purposes.

Meeting Rooms

Conference rooms are available in the City Manager's Office for shared use by members of the City Council. Councilmembers can also reserve larger meeting space for use by contacting the City Manager's Office staff.

Mail, Deliveries

Members of the City Council receive a large volume of mail and other materials from the public, private interests and staff. The City Manager's Office staff maintains a mailbox for each member. Members are encouraged to return unwanted reports and documents to staff for distribution to the public or for recycling.

Financial Matters

Council Compensation

State law and the City Code provide for modest compensation to members of the City Council. State law limits an increase in City Council salaries to 5 percent per year, effective only following the next election after adoption. Currently, Councilmembers receive a monthly stipend. Councilmembers are also eligible for participation in group insurance benefits including retirement, medical, dental, vision, and life insurance plans available at the level provided to management employees.

Expenditure Allowance

The annual City budget includes limited funding for members to undertake official City business. Eligible expenses include travel for attendance at conferences or educational seminars, and the purchase of publications and annual subscriptions. Donations to organizations are not eligible nor are meals for individuals other than Councilmembers.

Expenditure Guidelines

It is important to note that any expense must be related to City affairs. Public property and funds may not be used for any private or personal purpose. Courts have ruled that this prohibition includes personal political purposes. For example, reimbursement could not be allowed to pay for meals at a meeting designed to discuss political or campaign strategies. It is also inappropriate for City funds to pay for a meal or other expenses of a private citizen.

City budgetary practices and accounting controls apply to expenditures within the City Council budget. Reimbursement requests should be made through the City Manager's Office monthly with receipts. Expenditure records are public information.

Conflicts & Liability

Conflict of Interest

State laws are in place to prevent an action by a Councilmember that would or may constitute a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest. At any time a Councilmember believes a potential for conflict of interest exists, he/she is encouraged to consult with the City Attorney or private legal counsel for advice. Staff may also request an opinion from the City Attorney regarding a member's potential conflict. Laws that regulate conflicts are very complicated. Violations may result in significant penalties including criminal prosecution.

There are two primary laws that govern conflicts of interest for public officials in California: the Political Reform Act and Government Code section 1090. In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before the official; section 1090 prohibits a public official from having a financial interest in government contracts.

The Political Reform Act prohibits public officials from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a financial interest. Therefore, if a public official has a conflict of interest, the official must disqualify himself or herself from acting on or participating in the decision before the City.

Government Code section 1090 is similar to the Political Reform Act, but applies only to City contracts in which a public official has a financial interest. The financial interests covered by section 1090 are different from those in the Political Reform Act. A Councilmember having an interest in a contract may preclude the City from entering into the contract at all. In addition, the penalties for violating section 1090 are severe. If a Councilmember believes that he or she may have any financial interest in a contract that will be before the Council, the Councilmember should immediately seek advice from the City Attorney or the Councilmember's personal attorney.

There are a number of other restrictions placed on Council actions that are highlighted in the *League of California Cities' Guide*. Such restrictions include prohibitions on secrecy and discrimination as well as assurance that all City funds are spent for public purposes. Violations of these restrictions may result in personal liability for individual Councilmembers.

City Attorney Advice

The City Attorney has an affirmative duty to protect the City and City Council from conflicts of interest wherever possible. It is critical to note that while the City Attorney can render advice on the interpretation of State laws and regulations on conflict matters, such advice is solely an interpretation of the law. The only authority that can provide binding interpretations on such matters is the State Fair Political Practices Commission (FPPC). Councilmembers or the full Council may also solicit opinions on such matters directly from the FPPC; however, such opinions often take time to develop and may not readily respond to urgent matters. It is

important to note that the City Attorney does not represent individual members of the Council, but the City Council as a whole.

Conflict of Interest Forms

An annual disclosure statement (known as a “Statement of Economic Interest” or FPPC Form 700) must be filed by all Councilmembers, designated commissioners and senior staff which lists potential conflicts of interest including sources of income, ownership of property and receipt of loans and gifts. Councilmembers and the City Manager often serve on the governing board of other agencies as a result of their positions. These agencies also require submittal of disclosure forms.

Liability

The City is a large institution offering a variety of services and may occasionally find itself subject to legal actions through lawsuits. For example, those involved in automobile accidents sometimes choose to take actions against the City since the accident occurred on a City roadway. The City must always approach its responsibilities in a manner that reduces risk to all involved; however, with such a wide variety of high-profile services all risk cannot be eliminated. The City belongs to a joint powers authority with other governments to manage insurance and risk activities.

It is important to note that violations of certain laws and regulations by an individual member of the City Council may result in that member being held personally liable for damages which would not be covered by the City’s insurance. Examples may include discrimination, harassment or fraud. Depending on the nature of alleged misconduct, the City may or may not have a duty to defend or indemnify a Councilmember named as a defendant in a lawsuit relating to official duties.

Additional Training & Resource Materials

League of California Cities

The League is an association of virtually all cities in California. It provides many services including the production of educational conferences for local officials, publication of various newsletters and the monthly magazine *Western City*. The League has lobbyists on staff to represent the interest of cities before the state legislature and federal government and supports committees having local officials as members that are organized to address issues as they arise. The League's website at www.calcities.org provides a variety of resources for public officials. The City of Oxnard participates in League activities through the Channel Counties Division.

Local Government Commission

The Commission is a California-based organization that focuses largely on planning and resource conservation issues. It conducts workshops, offers periodic seminars, and publishes newsletters. See its website for more information: <http://www.lgc.org/>.

International City/County Management Association (ICMA)

ICMA is a professional association of local government chief executives/city managers. The association has an extensive list of publications to assist local officials that can be found at its website: <http://icma.org>.

Other Resources for Reference Material

Open Government (including *Open & Public V: A Guide to the Ralph M. Brown Act*)

<http://www.calcities.org/Resources/>

Institute for Local Government: <http://www.ca-ilg.org/>

Elections information: <http://recorder.countyofventura.org/elections/>

Political Reform Act: <https://oag.ca.gov/conflict-interest>

Fair Political Practices Commission: <http://www.fppc.ca.gov/>

City of Oxnard City Code: <https://codelibrary.amlegal.com/codes/oxnard/latest/overview>

California Legislative Information: <http://leginfo.legislature.ca.gov>

COUNCIL PROCEDURES MANUAL UPDATE

Stephen M. Fischer, City Attorney

February 1, 2022

RECOMMENDATION

That the City Council adopt a resolution adopting the updated Council Procedures Manual.

- Council Procedures Manual:
 - Provides for anticipated review every two years
 - First adopted May of 2016
 - Last revised November of 2019
 - Sets forth certain procedures for conduct of Council business and summarizes important aspects of Council activities
 - Is not intended to incorporate all material and information relating to Council business

Proposed Revisions for 2022 Update

- Discussed by the Finance and Governance Committee
December 2021 & January 2022
- F&G Committee recommended City Council approve the proposed update to include:
 - Stylistic changes and use of consistent terms
 - Updates to links and numerical data
 - Conforming certain policies to the Council's current practices and recent changes to applicable laws
 - Direction provided by the Committee

RECOMMENDATION

That the City Council adopt a resolution adopting the updated Council Procedures Manual.

