

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



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
February 22, 2022
Regular Meeting - 8:30 to 10:00 PM
(Temporary Time Change)

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

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 848 5585 7302**
- 3. Passcode: 702129**

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 / Committee 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, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the February 8, 2022 regular meeting as presented.

Legislative Body: Public Works & Transportation Committee

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Channel Islands Water Quality and Quality Assurance Project Plan (QAPP) Report. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive and file a report on water quality monitoring efforts in the Channel Islands Harbor.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/nq_-5Spwalk

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Fifth Amendment to Agreement A-7950 with NBS Government Finance Group for Assessment District Consulting Services. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement A-7950 with NBS Government Finance Group (NBS) in the amount of \$380,200 and a total not-to-exceed amount of \$1,503,965 and extending the term to June 30, 2023 with the option of two additional one-year extensions for ongoing administrative services for Landscape Maintenance Districts (LMDs) and on-call formation services of Community Facilities Districts (CFDs).

Please click the following link to view the required Measure M pre-recorded presentation

video: <https://youtu.be/Ggb1oVv-U4s>

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement A-8431 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the:

1. Mayor to execute Agreement A-8431 with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount over the entire possible contract term of \$735,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and

2. Purchasing Agent to execute amendments to extend the term of Agreement A-8431 up to a total maximum term of three (3) years.

Please click the following link to view the required Measure M pre-recorded presentation

video: <https://youtu.be/2qNSCJWdab8>

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement A-8440 with South Coast Industrial Door, Inc. for Roll-Up Door Maintenance and On-Call Repair Services Specification No. PW 22-71. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8440 with South Coast Industrial Door, Inc. in the amount of \$750,000 for a three year term for the Roll-Up Door Maintenance and On-Call Repair Services Specification No. PW 22-71.

Please click the following link to view the required Measure M pre-recorded presentation

video: <https://youtu.be/BEKO72P6IV4>

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Agreement A-8438 with Garcia's Landscaping Maintenance Inc. for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8438 with Garcia's Landscaping Maintenance Inc. in the amount of \$1,000,000 for a three year term for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73.

Please click the following link to view the required Measure M pre-recorded presentation

video: <https://youtu.be/x8eAx2Y6guY>

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

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

DATE: February 22, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the February 8, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 02 08 2022 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
February 8, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:31 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Bert Perello and Member Vianey Lopez were present via videoconference. Member John C. Zaragoza was present in person.

Staff members present in person were Alexander Nguyen, City Manager; Paul Early, Assistant City Attorney; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, Senior Civil Engineer; and Todd Vasquez-Housley, Environmental Resources Division Manager.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the January 25, 2022 regular meeting as presented.

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

D. REPORTS

1. Public Works Department

SUBJECT: Agreement A-8422 with Pestmaster Services, L.P. to Provide Gopher Abatement Services. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8422 with Pestmaster Services, L.P. to provide gopher abatement at multiple City properties for a term of one year beginning April 1, 2022, with a maximum of two (2) one-year extensions ending March 31, 2025, and for a total contract not-to-exceed amount of \$375,000.

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

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

2. Public Works Department

SUBJECT: Agreements for On-Call Professional Engineering Services. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following on-call professional engineering agreements:

1. Agreement A-8432 with Huitt-Zollars, Inc. in the amount not to exceed \$250,000 for a three year term;
2. Agreement A-8399 with Brown and Caldwell in the amount not to exceed \$750,000 for a three year term;
3. Agreement A-8410 with Dudek in the amount not to exceed \$1,000,000 for a three year term;
4. Agreement A-8415 with AECOM Technical Services, Inc. in the amount not to exceed \$500,000 for a three year term;
5. Agreement A-8417 with Hamner, Jewell & Associates in the amount not to exceed \$500,000 for a three year term;
6. Agreement A-8435 with Kier & Wright Civil Engineers and Surveyors, Inc. in the amount not to exceed \$500,000 for a three year term;
7. Agreement A-8423 with Wallace Group in the amount not to exceed \$500,000 for a three year term;
8. Agreement A-8416 with Pacific Coast Land Design, Inc. in the amount not to exceed \$1,000,000 for a three year term;
9. Agreement A-8419 with KTU&A in the amount not to exceed \$1,000,000 for a three year term;
10. Agreement A-8420 with Cumming Management Group, Inc. in the amount not to exceed \$750,000 for a three year term;
11. Agreement A-8424 with CSG Consultants, Inc. in the amount not to exceed \$500,000 for a three year term; and
12. Agreement A-8421 with Transtech Engineers, Inc. in the amount not to exceed \$500,000 for a three year term.

Tatiana Arnaout, Senior Civil Engineer, presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Lopez, seconded by Chair Perello, to approve the recommended action as presented.

VOTE: Zaragoza, Perello, and Lopez voted in favor; the motion carried 3-0.

3. Public Works Department

SUBJECT: State of California Senate Bill 619 Resolution - Notification of Intent to Comply. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council adopt a resolution to notify the California Department of Resources Recycling and Recovery (CalRecycle) of the City of Oxnard's intent to comply with Senate Bill 1383 (SB 1383), per the requirements of Senate Bill 619 (SB 619).

Michael Wolfe, Public Works Director, and Todd Vasquez-Housley, Environmental Resources Division Manager, presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:16 p.m.

ROSE CHAPARRO

City Clerk

BERT E. PERELLO

Chair



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: February 22, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Channel Islands Water Quality and Quality Assurance Project Plan (QAPP) Report. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council receive and file a report on water quality monitoring efforts in the Channel Islands Harbor.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/nq_-5Spwalk

BACKGROUND

The change in water quality in Channel Islands Harbor (the Harbor) since the decommissioning of the Mandalay Power Generating Station (Power Plant) has prompted the City of Oxnard (City) and residents of the Harbor communities that include Harbour Island, Mandalay, Seabridge, and Westport (collectively Channel Islands Neighborhood Council, or CINC) to examine the causes of water quality degradation, and to seek funding for mitigation projects. To access available grant funding for these projects, water quality data is needed to identify key contaminants and the sources of the contamination within the Harbor and Edison Canal (Canal). This data is being provided to the Los Angeles Regional Water Quality Control Board (LARWQCB) to determine if the Canal and the Harbor are impaired water bodies that should be identified on the State's list of impaired and threatened water bodies (303(d) list). If listed, the City would be able to compete for water quality grants that are offered by the State of California.

Mandalay Power Generating Station

In June 2018, an algal bloom occurred in the Harbor. The bloom was followed by widespread low levels of dissolved oxygen in the water. This is presumably related to the bacterial decomposition of algae during warm weather conditions. The bloom and subsequent low oxygen event may have been caused by the changes in the circulation of water within the Harbor that occurred after the Power Plant was decommissioned on March 29, 2018, as part of a mandate from the California State Water Resources Control Board.

Cooling water for the Power Plant was obtained by pumping from a 2.5-mile man-made canal at the north end of the Harbor that was specifically constructed to provide the water necessary to be drawn into the pass-through cooling of the Power Plant. This activity established a significant and constant draw of the water from the Harbor. As a result of the abandonment of the pumps, the consistent flow of water from the Harbor, into the Canal, and back into the ocean had effectively stopped.

The City contracted with Aquatic Bioassay Consultants Laboratories (ABC) to conduct a study as to why and how the algal bloom occurred. The study concluded that the residence time of water in the Harbor had increased as much as 92% since the pumps were decommissioned. The residence times of the water currently range from 15-17 days in the southern portion of the Harbor and 53-70 days at the northern end. According to ABC, this may cause excessive algal growth and the subsequent depletion of dissolved oxygen in the water as a result of the algae blooms dying. Since the long residence times of the water persists at the northern end of the Harbor, the possibility of additional algal blooms and associated low dissolved oxygen levels remain a concern.

Nutrient sampling was conducted in the Harbor and Canal following two (2) rain events and during two (2) dry weather periods in fall 2018 and winter 2019. The Nitrogen and phosphorus concentrations within the Canal were elevated following the wet weather sampling and were much lower during dry weather. This indicated that there is a net influx of nutrients during wet weather that contributes to the algae growth in the Canal, presumably from the surrounding agricultural fields.

In response, the City initiated a monitoring program to analyze the conditions in the Harbor. An automated sensor package was deployed in August 2018 to measure dissolved oxygen and chlorophyll fluorescence (indicator of algal biomass). Four new sensors were installed in March 2019 throughout the northern part of the Harbor. Continuous monitoring of the data generated by these sensors has been instrumental in the identification of emerging water quality events. Two (2) of these sensors were removed from non-critical areas in November 2019 as a cost-saving measure.

Based on the data collected, the City installed seven aeration diffusers in areas of the Harbor with the lowest dissolved oxygen levels as reported by the sensors. In other areas nationwide, aerators have been successfully used to improve water circulation and increase dissolved oxygen levels. However, the benefits in the Harbor have mixed results. After the initial installation of the aerators in 2018, an improvement in dissolved oxygen was measured. Then in April 2020, the aerators were removed for two (2) weeks for routine maintenance and there was no measurable decrease in dissolved oxygen during their absence. Regardless of the mixed results, two of the aerators were reinstalled and remain in operation.

Quality Assurance Project Plan

Faced with the continuation of long water residence times for the water and nutrient loading that created the algal bloom, CINC residents and the City began to explore mitigation options. Through meetings with ABC, the City, and residents, it became clear that there was no short-term, or low-cost solution to improve the Harbor water quality. The LARWQCB recommended that additional water testing, which at the time was funded by the State of California's Surface Water Ambient Monitoring Program (SWAMP) contract, would need to take place in order to expand the analysis of water quality conditions in the Harbor to determine eligibility for the State's 303(d) list of impaired water bodies. To begin this testing, the LARWQCB required the development of a Quality Assurance Project Plan (QAPP) describing the key stakeholders, sampling methods and locations, sample analysis, parameters for volunteer sample collection, quality assurance, and the goals of the project.

The QAPP is intended to build the dataset necessary to determine if the Harbor and the Canal are meeting water quality objectives pertaining to the beneficial uses such as recreation, boating, and fishing that are specified in the Regional Board Basin Plan. The data will provide the information needed to determine Best Management Practices that would mitigate the pollutants that discharge into the Canal. Additionally, capital projects, reductions in runoff from the surrounding agricultural fields, mechanical filtration, aquatic pumping, and/or treatment of the water in the Canal may also be necessary.

Multiple drafts of the QAPP have been reviewed and revised in close partnership and collaboration with ABC, CINC, the SWAMP Coordinator, and the LARWQCB. As implemented, the QAPP tests for an array of bacteria, toxins, and metals to provide the California Environmental Data Exchange Network (CEDEN) compliant information for the assessment that may place the Harbor on the 303(d) list of impaired water

bodies. The CINC volunteers, known as the Clean Water Team, serve as the “boots on the ground” for the testing process.

As part of the implementation of the QAPP, CINC volunteers assisted City staff and ABC in the water sampling effort, including volunteer field mobilization, scheduling coordination with contract laboratories, and data collection and reporting. Through collaboration with the SWAMP Coordinator and ABC, volunteers were trained in proper techniques for the collection of the water samples, completion of the chain of custody forms, and input of the raw data.

DISCUSSION

On September 28, 2020, the LARWQCB conditionally approved the QAPP. City staff coordinated with the LARWQCB to ensure the appropriate contracts were in place for processing of samples with Delta Labs, Wood Labs, and ABC Labs. Due to changes by the State, Delta Labs and Wood Labs were replaced with Babcock Labs for the processing of samples.

On January 21, 2021, CINC and City staff completed the first monthly water sampling in accordance with the QAPP. Monthly sampling continued throughout the year with additional samplings that occurred during wet weather events to measure additional pollutants entering the harbor.

On June 15, 2021, the City applied for a \$1,300,000 grant through the Ocean Protection Council as part of the Water Quality, Supply, and Infrastructure Improvement Act (Proposition 1, 2014). This grant would have funded the feasibility study of multiple water quality and habitat-benefiting solutions, as well as developing a conceptual design and plan for the recommended mitigation measures. However, the City was not awarded this grant due to the competitive nature of the grant and the number of applications received.

As of December 31, 2021, all monthly sampling efforts have been completed and one (1) wet- weather sampling event remains to be collected. City staff and CINC have had discussions with the LARWQCB about extending the sampling efforts for another year, with a request for the State’s SWAMP contract to fund these efforts. A response from LARWQCB is pending.

The City, CINC, ABC, and Babcock Labs are working to update the QAPP, including the distribution list, involved parties and roles, the organizational chart, and the sampling and testing methods. This update is expected to be completed by March 2022 and will not impact existing results, or the assessment as needed for the 303(d) list for impaired water bodies.

Additionally, the City, CINC, and representatives from the County of Ventura have had meetings to review efforts, identify all stakeholders, and coordinate future actions regarding the water quality within the Harbor.

In the event the LARWQCB does not fund an additional year of sampling, City staff and the CINC volunteers are evaluating options to continue the water sampling efforts.

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 direct financial impact to receive and file this report. ABC will continue to provide sensor monitoring, phytoplankton and bacteria testing, QAPP assistance, and consulting services through November 30, 2023 under agreement A-8093. Fiscal Year 2022-23 expenses are estimated to be \$88,243. LARWQCB and SWAMP are currently funding all samples processed through Babcock Labs.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Presentation

CHANNEL ISLANDS WATER QUALITY AND QUALITY ASSURANCE PROJECT PLAN REPORT

Public Works and Transportation Committee
February 2, 2022

Eric L. Storrie
Special Districts Manager

That the Public Works and Transportation Committee recommend that the City Council receive and file a report on water quality monitoring efforts in the Channel Islands Harbor and provide staff with comments.

- The water quality in the Channel Islands Harbor (Harbor) has changed since the decommissioning of the Mandalay Power Generating Station (Power Plant)
- Channel Islands Neighborhood Council (CINC) joined together to examine the cause(s) of the water quality degradation and sought solutions and funding
- Water testing is necessary for measuring water quality and in providing data to the Los Angeles Regional Water Quality Control Board (LARWQCB)
- The State is evaluating the Harbor's qualifications for being placed on the list of impaired or threatened water bodies (303(d) list)



Mandalay Power Generating Station

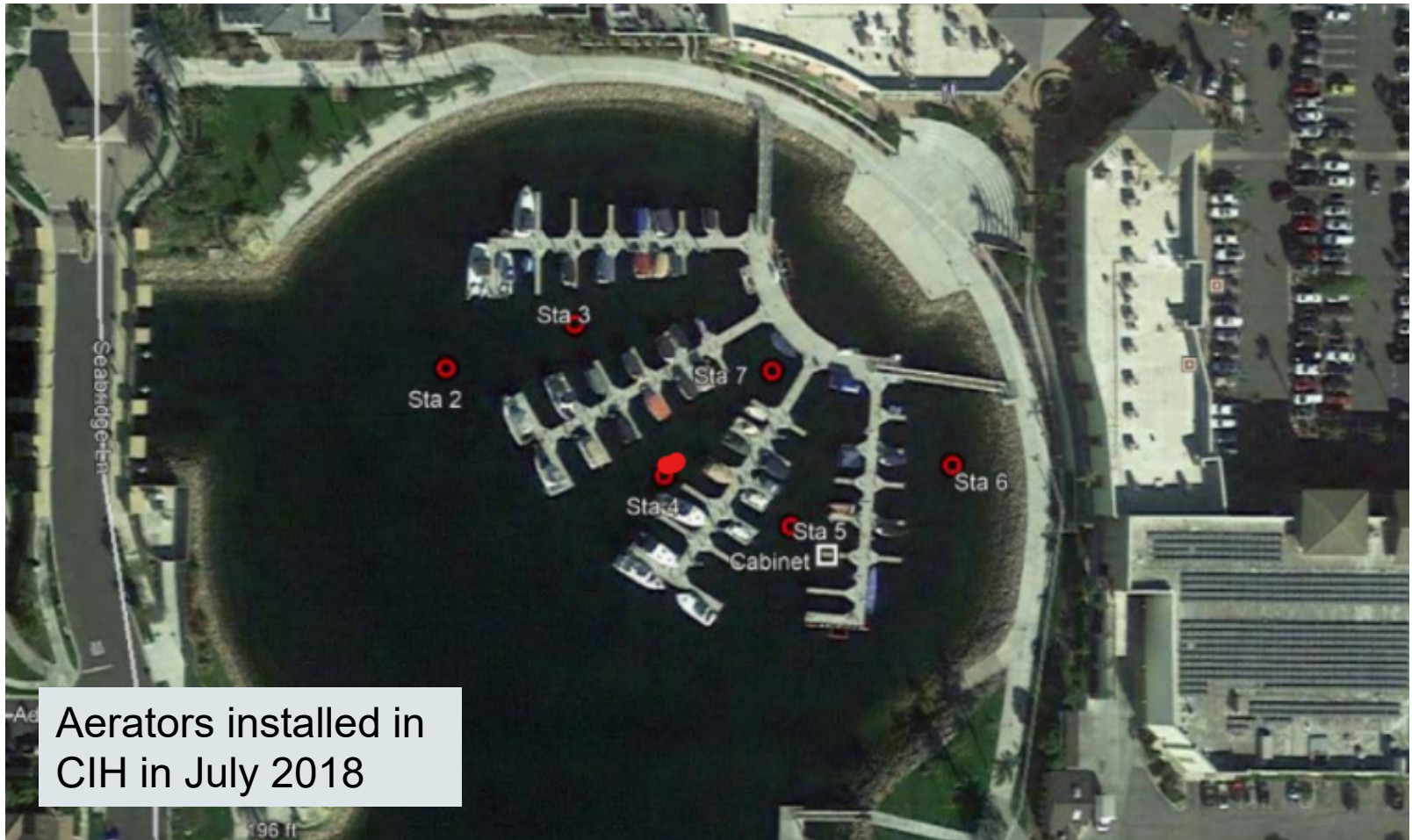
- In 2018, algae blooms in the Harbor may have been a result of the decommissioning of the power plant and the related cooling pumps that provided water circulation
- A contracted study concluded that the resident time of the water in the Harbor increased as much as 92% as a result of the non-circulation of water from the power plant cooling pumps
- Extended residence time of water can result in excessive algae growth and depleted of dissolved oxygen

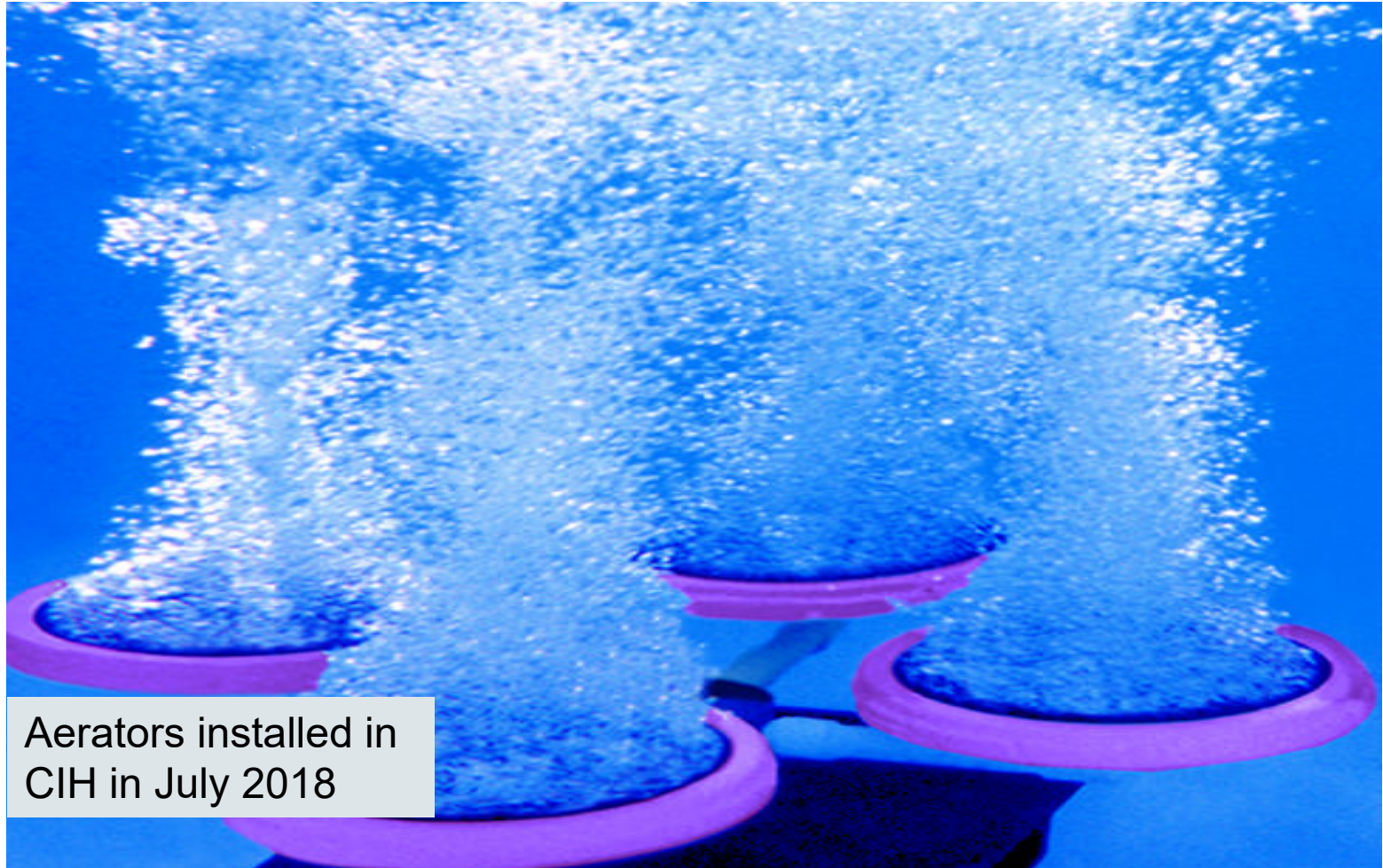




Algal Bloom
in Channel
Islands
Harbor

- Nutrient sampling conducted in the fall of 2018 and winter of 2019 indicated there is an influx of nutrients that contribute to the algae growth presumably from the surrounding agricultural fields
- The City initiated a monitoring program with instruments to identify and measure emerging water quality events
- In July 2018, the City installed seven (7) aerators in areas with the lowest levels of dissolved oxygen. The results are mixed, but the aerators remain in operation





Aerators installed in
CIH in July 2018

Quality Assurance Project Plan (QAPP)

- Identifies stakeholders, sampling methods and locations, sample analysis, training and parameters for the volunteer sampling, quality assurance, and goals of the project
- Builds the data to determine if the Harbor and the Edison Canal (Canal) are meeting the water quality objectives
- LARWQCB funded water sampling costs and the Waterways Special Districts fund the Aquatic Bioassay Consultant Laboratories (ABC) contract for bacteria sampling, remote sensor monitoring, and consulting services
- CINC provides volunteers for collecting water samples

- On September 28, 2020, LARWQCB conditionally approved the QAPP and authorized volunteer water sampling
- January 21, 2021, CINC volunteers completed the first monthly water sampling event
- Monthly dry-weather sampling events occurred throughout the remainder of 2021
- Two (2) of three (3) wet-weather events have been completed in 2021
- Samples and data collected are processed by ABC and Babcock Labs, reviewed, and uploaded to the California Environmental Data Exchange Network (CEDEN)

Ocean Protection Council Grant (OPC)

- On June 15, 2021, the City applied for a \$1.3 million OPC Prop 1 grant
- This grant would have funded an evaluation as to the feasibility of multiple water quality and habitat-benefiting solutions and develop a conceptual design and plan to implement the prioritized solution
- The City was not awarded this grant due to the competitive nature of the grant and the number of applications the program received

- City staff and the CINC have had discussions with the LARWQCB about extending the sampling efforts for another year, with a request for the LARWQCB contract to fund it
- A response from LARWQCB is pending
- An updated QAPP is expected at the end of January 2022
- The City, CINC, and representatives from the County of Ventura have had meetings to review efforts, identify stakeholders, and coordinate future actions
- In the event SWAMP does not fund an additional year of sampling, City staff and the CINC volunteers are evaluating options for funding, including identifying and applying for additional grants

- There are no direct costs to receive and file this report
- ABC will continue to provide sensor monitoring, phytoplankton and bacteria testing, QAPP assistance, and consulting services through November 30, 2023 under agreement A-8093
- FY22-23 expenses estimated at \$88,234
- Samples processed through Babcock Labs are funded by LARWQCB and SWAMP





QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: February 22, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Fifth Amendment to Agreement A-7950 with NBS Government Finance Group for Assessment District Consulting Services. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement A-7950 with NBS Government Finance Group (NBS) in the amount of \$380,200 and a total not-to-exceed amount of \$1,503,965 and extending the term to June 30, 2023 with the option of two additional one-year extensions for ongoing administrative services for Landscape Maintenance Districts (LMDs) and on-call formation services of Community Facilities Districts (CFDs).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Ggb1oVv-U4s>

BACKGROUND

NBS specializes in the administration of California special financing districts and provides services such as database development, budget preparation, assessment computation, analysis, and engineer reports.

On February 7, 2017, the City contracted with NBS through Agreement Number A-7950 to specifically provide a staff support for budget preparation, assessment computation and rate analysis, Engineer's Report preparation, levy submittal, removal of the LMD exterior improvements, and several additional projects that included general on-call services. The Agreement amount was \$166,700 with a term ending June 30, 2018.

Since the original agreement in February 2017, there have been four Amendments for the following:

1. Amendment 1, approved May 22, 2018 updated the scope of work including database development, budget preparation, developing rate analysis, preparing the engineers report for CFDs/LMDs/WADs, special on-call projects, community engagement efforts. This amendment updated the contract not-to-exceed value to \$501,115.42 and extended the term through May 31, 2021
2. Amendment 2, approved January 3, 2019, updated Prevailing Wage language. No other changes were incorporated.
3. Amendment 3, approved June 2, 2020, updated the scope of work including services for CFD formation, bond issuance disclosure, public engagement services for the LMDs, and document review. This amendment updated the contract not-to-exceed value to \$1,010,765.42 and extended the term through June 30, 2022.

4. Amendment 4, approved January 12, 2021, updated the scope of work including Developer construction cost documentation reimbursements as part of Wagon Wheel CFD formation. The total cost for this Fourth Amendment with NBS was an additional \$113,000 and was funded by the Developer. This amendment updated the contract not-to-exceed value to \$1,123,765.

DISCUSSION

The Fifth Amendment to Agreement A-7950 provides on-call CFD formation services, for the communities such as Waterways Assessment District - Zone 2 (Harbor Island) that have requested assistance, services for community engagement for up to 14 of the 27 LMDs, and on-going support for preparation and submission of annual assessments to the County. This Amendment is for one (1) year with an option for two (2) one year extensions.

All services provided for community engagement will be based on available funding within the individual districts. Additionally, as COVID and personnel turnover have traditionally impacted the day-to-day operations of the Special Districts Division, there is \$30,000 included in the cost for on-call administrative assistance. As with all other on-call services within this Agreement, only those services that are actually provided will receive compensation.

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 cost for this Fifth Amendment with NBS is \$380,200 for Fiscal Year 2022-23 and will be included in the Special Districts budget request based on available funds from the assessments. The cost for the two one-year extensions will be submitted as part of future fiscal year budget requests and are \$313,212 and \$187,156 respectively, pending approval of each extension (see Attachment 4).

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. A-7950 NBS Fifth Amendment
2. A-7950 and Amendments
3. Exhibits A-2, B-2, C-2, D-2, E, F, G
4. Oxnard Special Financing Districts Cost Spreadsheet
5. NBS Collaborative Governance Guide for Oxnard Special District
6. City of Oxnard Special Districts Map
7. City of Oxnard Special Districts List
8. Presentation

FIFTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fifth Amendment (“Fifth Amendment”) to the Agreement for Consulting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 8th day of March, 2022 by and between the City of Oxnard, a municipal corporation (“City”), and NBS Government Finance Group (“Consultant”). This Fifth Amendment amends the Agreement entered into on February 2, 2021, by City and Consultant. The Agreement previously has been amended by a First Amendment on June 1, 2018, a Second Amendment, on January 3, 2019, a Third Amendment, on June 2, 2020, and a Fourth Amendment, on January 12, 2021.

City and Consultant agree as follows:

1. In Section 1 Scope of Services of the Agreement, the phrase “Exhibit A attached hereto and incorporated by this reference in full herein” is replaced with:

“Exhibits A-2 and C-2 attached hereto and incorporated by this reference in full herein”

2. In Section 12 Term of Agreement, “This Agreement shall begin on February 7, 2017, and expire on June 30, 2018.” is hereby deleted in its entirety and replaced with:

“This Agreement shall terminate on June 30, 2023, unless sooner terminated by either party, with the option of two additional one year extensions on the written agreement of both parties”

3. In Section 14 Compensation of the Agreement, Subsection (a) “City agrees to pay Consultant in an amount not to exceed \$166,700 for the Services at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.” is replaced with:

“City shall pay Consultant in an amount not to exceed \$68,900 for the Services in Exhibit A-2 at the rates provided in Exhibit B-2; and \$86,200 for the Services in Exhibit C-2 at the rates provided in Exhibit D-2. Invoices for Services provided shall reference Exhibit A-2 or C-2. There shall be no commingling of funds.”

4. Section 44 Additional Services of Agreement, that was added in Amendment 3, is replaced with:

“a. Consultant to provide services as described in Exhibit E - Agreement to Provide Non-Bonded CFD Formation Services for the Harbour Island Zone of the Waterways Maintenance Assessment District, which is attached hereto and incorporated herein by this reference.

b. Consultant to provide services as described in Exhibit F - Agreement to provide Northshore CFD Bond Issuance Disclosure Services, which is attached hereto and incorporated herein by this reference

c. Consultant to provide services as described in Exhibit G - Public Engagement Services (Focused Community Efforts) for the City’s Communities with Special Financing Districts”

5. Section 45 Additional Compensation of the Agreement, that was added in Amendment 3, is replaced with

“a. City agrees to pay the Consultant a not to exceed amount of \$54,500 for the Services in Exhibit E.

b. City agrees to pay the Consultant a not to exceed amount of \$15,500 for the Services in Exhibit F.

c. City agrees to pay the Consultant a not to exceed amount of \$129,150 for the Services in Exhibit G.

d. City agrees to pay the Consultant a not to exceed amount of \$30,000 for on-call budget support services.

e. City agrees to pay the Consultant a total not to exceed amount of \$1,503,965 for services described in the totality of the Agreement.”

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

[Signatures on next page]

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

CITY OF OXNARD

NBS GOVERNMENT FINANCE GROUP

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

Michael Rentner Date
President/CEO/CFO/Board Secretary

Dave Ketcham, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

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

1

EXHIBITS ATTACHED SEPARATELY

A-2 - SCOPE OF SERVICES

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

C-2 - SCOPE OF SERVICES

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

**E - CFD FORMATION SERVICES FOR THE HARBOUR ISLAND ZONE OF
WATERWAYS MAINTENANCE ASSESSMENT DISTRICT**

F - NORTHSHORE CFD BOND ISSUANCE DISCLOSURE SERVICES

**G - PUBLIC ENGAGEMENT SERVICES (FOCUSED COMMUNITY EFFORTS) FOR THE
CITY'S COMMUNITIES WITH SPECIAL FINANCING DISTRICTS**

AGREEMENT FOR CONSULTING SERVICES

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

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

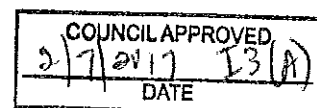
Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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

5. Coordination of Services

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



6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

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

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

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

13. Termination

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

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

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

14. Compensation

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

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

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

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to NBS, 32605 Temecula Parkway, Suite 100, Temecula, CA 92592, Attention: Pablo Perez.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Finance Department, 300 West Third Street, #202, Oxnard, California 93030, Attention: Sandra Burkhardt.

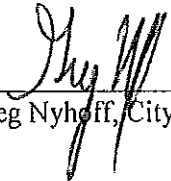
41. Amendment

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

42. Entire Agreement

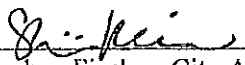
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD



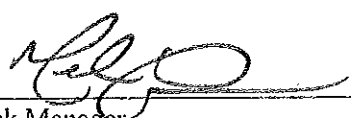
Greg Nyhoff, City Manager

APPROVED AS TO FORM:



Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

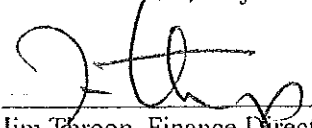


Risk Manager

APPROVED AS TO CONTENT:

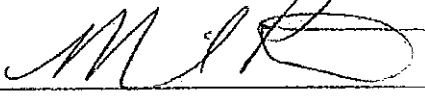


Sandra Burkhardt, Project Manager

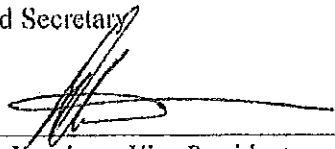


Jim Throop, Finance Director

NBS GOVERNMENT FINANCE GROUP



Michael Rentner, President/CEO/CFO/
Board Secretary



Dave Ketcham, Vice President

EXHIBIT A
SCOPE OF SERVICES

A. 1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts (From January 13, 2017 through August 31, 2017)

1. **Database Development.** Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.
2. **Budget Preparation.** Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.
3. **Assessment Computation and Rate Analysis.** Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.
4. **Engineer's Report Preparation.** Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:
 - a. Background of the district.
 - b. A detailed and technically supported Method of Assessment.
 - c. A description of the improvements and services funded by the district.
 - d. A cost estimate for the improvements and services being funded.
 - e. Copy or reference to the original district diagram.
 - f. A table showing assessed rates by zone and land use.
 - g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.
5. **Meet with City Staff.** Consultant will meet with City staff to review each Engineer's Report for modifications and approval.
6. **Noticing and Resolution Coordination.** Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame. Consultant will assist the City with preparation of any notice of assessments, public hearings, or other meetings requiring publication. Consultant will assist the City with preparation of the staff report, all legal notices and the associated resolutions described below:
 - a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.
 - b. Resolution preliminarily approving the Engineer's Report.

- c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
 - d. Resolution authorizing the placement of assessments on the secured property tax bills.
- 7. **Meeting Attendance.** Consultant will attend up to a total of two (2) public meetings such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(3) of this Exhibit A), as requested by the City.
- 8. **Levy Submittal.** Consultant will submit the levy to the Ventura County Auditor-Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.
- 9. **Final Engineer's Report.** Consultant will update and deliver to City staff each annual Engineer's Report.
- 10. **Toll-Free Phone Number.** Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

B. Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts

- 1. **Removal of Exterior Improvements.** Consultant will review each district, work with the City as it removes the exterior improvements (along major streets), recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.
- 2. **Addition of Interior Improvements.** Consultant will review each district, work with the City as it adds interior improvements, if applicable, recalculate the percentages of general and special benefit, adjust the maximum assessment, including a review of proportionality, and update the description and map of improvements for each district through a resolution of the City Council.
- 3. **Community Outreach.** Consultant will participate and provide support for community outreach efforts related to the review and adjustment of historical City administrative fees, removal of exterior improvements, addition of interior improvements, if applicable, and use of surplus funds, if applicable. Consultant will participate and provide support, including mailing support (with materials and postage paid by City) for town hall meetings related to the bidding and awarding of maintenance contracts, setting of maintenance levels of service, changes to the maps of improvements, and setting of

corresponding assessment levies. Consultant will attend two (2) town hall meetings scheduled in 2017 (in addition to and not including the two (2) public meetings in A(7) of this Exhibit A).

4. **Maintenance Contract Bidding.** Consultant will provide the new description of improvements, specifications, and map of improvements after the removal of exterior improvements and addition of interior improvements, if applicable, and assist the City with the bidding of maintenance contracts for all districts, including districts currently maintained by the City.
5. **Review of Direct Staff and Indirect Cost Allocations.** Consultant will assist the City in reconciling the direct staff and indirect cost allocations for 2016/17 against actuals and proposed 2017/18 allocations.
6. **Organizational Structure.** Consultant will review the City's organizational structure of assessment district staff, make recommendations, and assist City with changes for the adequate staffing of the districts.
7. **Green City Acres Park.** Consultant will review LMD 58 in relation to Green City Acres Park for the calculation of special and general benefit and determination of funding allocations between the General Fund and the district.

C. Assistance to City Staff with the Administration of the Maintenance Assessment Districts (Starting September 1, 2017, Upon City's Request)

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

**EXHIBIT B
RATES AND COSTS**

1972 Act (LMD/MAD) Administration Services of the City's Maintenance Assessment Districts (From January 13, 2017 through August 31, 2017)

Districts or Zones with Less than 300 Parcels..... \$774.29 Each *
Districts or Zones with 300 Parcels or More..... \$1,106.14 Each *

Total (1/13/2017 to 8/31/2017)..... \$46,900

* Per District Fee reflects a total of \$4,500 in expenses and includes engineer's signature and stamp of 2017/18 consolidated engineer's report.

Breakdown of Administration Fees

District Name	Parcel Count	District Fee
LMD No. 01 (Summerfield)	147	\$774.29
LMD No. 02 (Channel Islands)	138	\$774.29
LMD No. 03 (River Ridge)	515	\$1,106.14
LMD No. 07/08 (Northfield/Seagate)	149	\$774.29
LMD No. 09 (Strawberry Fields)	226	\$774.29
LMD No. 10 (Country Club Estates)	153	\$774.29
LMD No. 11 (St. Tropez)	83	\$774.29
LMD No. 12 (Standard Pacific)	255	\$774.29
LMD No. 13 (Le Village)	160	\$774.29
LMD No. 14 (California Cove)	212	\$774.29
LMD No. 15 (Pelican Pointe)	73	\$774.29
LMD No. 16 (California Lighthouse)	265	\$774.29
LMD No. 17 (San Miguel)	110	\$774.29
LMD No. 18 (St. John's Hospital)	6	\$774.29
LMD No. 19 (Shopping at the Rose)	21	\$774.29
LMD No. 20 (Volvo Median)	3	\$774.29
LMD No. 21 (Cypress Pointe)	28	\$774.29
LMD No. 22 (McDonald's Median)	4	\$774.29
LMD No. 23 (Greystone)	61	\$774.29
LMD No. 24 (Vineyards)	100	\$774.29
LMD No. 25 (The Pointe)	216	\$774.29
LMD No. 26 (Albertson's)	1	\$774.29
LMD No. 27 (Rose Island)	50	\$774.29
LMD No. 28 (Harborside)	355	\$1,106.14
LMD No. 29 (Mercy Charities)	1	\$774.29
LMD No. 30 (Haas Automation)	13	\$774.29
LMD No. 31 (Rancho De La Rosa)	233	\$774.29
LMD No. 32 (Oak Park)	27	\$774.29
LMD No. 33 (El Paseo)	190	\$774.29
LMD No. 34 (Sunrise/Sunset)	273	\$774.29

LMD No. 35 (Airport Center)	6	\$774.29
LMD No. 36 (Carmel/Santa Cruz)	330	\$1,106.14
LMD No. 37 (Pacific Breeze)	119	\$774.29
LMD No. 38 (Aldea Del Mar)	294	\$774.29
LMD No. 39 (Promesa & Sueno)	244	\$774.29
LMD No. 40 (Cantada)	113	\$774.29
LMD No. 41 (Pacific Cove)	120	\$774.29
LMD No. 42 (Cantabria & Coronado)	197	\$774.29
LMD No. 43 (Greenbelt)	164	\$774.29
LMD No. 44 (American Pacific)	141	\$774.29
LMD No. 45 (Channel Pointe)	5	\$774.29
LMD No. 46 (Daily Ranch)	262	\$774.29
LMD No. 47 (Sycamore Place)	111	\$774.29
LMD No. 48 (Victoria Estates)	447	\$1,106.14
LMD No. 49 (Cameron Ranch)	36	\$774.29
LMD No. 50 (Pleasant Valley)	60	\$774.29
LMD No. 51 (Pfeiler)	219	\$774.29
LMD No. 52 (Wingfield)	199	\$774.29
LMD No. 53 (Huff Court)	8	\$774.29
LMD No. 54 (Meadow Crest)	50	\$774.29
LMD No. 55 (Wingfield West)	41	\$774.29
LMD No. 56 (The Cottages)	52	\$774.29
LMD No. 57 (Golden State Self Storage)	2	\$774.29
LMD No. 58 (Westwind)	156	\$774.29
LMD No. 59 (Orbella)	105	\$774.29
LMD No. 60 (Artisan)	3	\$774.29
MAD No. 04 (Mandalay Beach/Colony/Hotel)	441	\$1,106.14
Waterways	877	\$1,106.14
Total (1/13/2017 to 8/31/2017):	8,870	\$46,900

Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts

Consulting Fees.....	\$79,500
Estimated Expenses	\$3,400
Total Fees	\$82,900

**Assistance to City Staff with the Administration of the Maintenance Assessment Districts
(Starting September 1, 2017, Upon Request)**

Hourly per Schedule Below (Initial Authorization) \$34,500 *
Estimated Expenses \$2,400
Total Fees **\$36,900**
* City may authorize additional hours as needed.

Expenses

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

Additional Services

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

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

EXHIBIT INS-A
INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

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: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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	
NAMED INSURED		with an Aggregate of \$ _____ 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	
☐ 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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		☐ 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 _____	



CERTIFICATE OF LIABILITY INSURANCE

NBSGOVE-01

PA3

DATE (MM/DD/YYYY)

9/22/2016

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

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

PRODUCER Vanorsdale Insurance Services 6165 Greenwich Drive, Suite 200 San Diego, CA 92122		(858) 869-8300	CONTACT NAME: Janet Darby	
			PHONE (A/C, No, Ext): 858-869-8300	FAX (A/C, No): 858-869-8301
			E-MAIL ADDRESS:	
			INSURER(S) AFFORDING COVERAGE	
			INSURER A: Hanover Insurance Company	NAIC # 22292
			INSURER B: Allmerica Financial Benefit	41840
			INSURER C: Gemini Insurance Company	10833
			INSURER D:	
			INSURER E:	
			INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		OH3A43196302	9/24/2016	9/24/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			AW3A42745802	9/24/2016	9/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			OH3A43196302	9/24/2016	9/24/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WH3A42745703	9/24/2016	9/24/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			VCPL064726	9/24/2016	9/24/2017	Each Wrongful Act \$2,000,000
C	Professional Liability			VCPL064726	9/24/2016	9/24/2017	Annual Aggregate \$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard Attn: Mike More 300 WestThird Street, #302 Oxnard, CA 93030-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

DESCRIPTION OF OPERATIONS -

NBS Government Finance Group
32605 Temecula Parkway, Suite 100 & 101
Temecula, CA 92592

City of Oxnard
Attn: Mike More
300 WestThird Street, #302
Oxnard, CA 93030-

City of Oxnard is named additional insured regarding General Liability.

Blanket forms apply when required by written contract:

GENERAL LIABILITY:

Additional Insured-Special Broadening Endt: 391-1006 06 09

Additional Insured-Completed Operations: 391-1602 12 11

Primary & Non-Contributory: 391-1331 06 09

Waiver of Subrogation: BP0497 07 02

AUTO:

Additional Insured: 461-0478 12 12

Primary & Non-Contributory: 461-0478 12 12

Waiver of Subrogation: 461-0500 11 13

WORKERS' COMPENSATION:

Waiver of Subrogation: WC040306 4-84

CERTIFICATE ISSUED DUE TO POLICY RENEWAL

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit		1
2. Additional Insured - Broad Form Vendors		2
3. Alienated Premises		2
4. Bodily Injury Redefined		2
5. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators		2
6. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)		3
7. Personal and Advertising Injury - Broad Form		3
8. Product Recall Expense	\$25,000 Occurrence \$50,000 Aggregate	3
9. Unintentional Failure to Disclose Hazards		5
10. Unintentional Failure to Notify		5

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

1. Additional Insured by Contract, Agreement or Permit

Under SECTION II - LIABILITY, C. Who Is An Insured, Paragraph 4. is added as follows:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf, but only with respect to:
- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any person or organization included as an insured under Item 1.a.2. of this endorsement;
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

(5) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

d. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 5. is added as follows:

5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection,

demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in paragraphs 5.d. or 5.f.; or

(2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Alienated Premises

Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k.(2) is replaced in its entirety with the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Bodily Injury Redefined

Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 4. is replaced in its entirety by the following:

4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
 - a. Under **SECTION II - LIABILITY, B. Exclusions**, paragraph 1.k., the following is added:
Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
 - b. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definition is added:
"Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
6. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
7. **Personal and Advertising Injury - Broad Form**
Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, definition 15, "Personal and Advertising Injury", paragraph h. is added as follows:
 - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
 - (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
8. **Product Recall Expense**
 - a. Under **SECTION II - LIABILITY, B. Exclusions**, Paragraph 1. o. is replaced in its entirety by the following:
 - o. **Recall of Products, Work or Impaired Property**
Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (1) "Your product";
 - (2) "Your work"; or
 - (3) "Impaired property";
If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:
 - (1) Failure of any products to accomplish their intended purpose;
 - (2) Breach of warranties of fitness, quality, durability or performance;
 - (3) Loss of customer approval, or any cost incurred to regain customer approval;
 - (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
 - (5) Caprice or whim of the insured;
 - (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
 - (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 4.c. is added as follows:
- c. "Bodily injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- c. Under **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph e. is added as follows:
- e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- d. Under **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**, the following additional definitions are added:
- "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
- "Product recall expense(s)" means:
- a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
 you incur exclusively for the purpose of recalling "your product"; and
 - b. Your lost profit resulting from such "covered recall".
- e. Under **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, the following is added:
5. The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.
- (1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
 - (2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.
 - (a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence"

- (b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- (c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

6. A deductible of \$500 applies per each "Occurrence".

9. Unintentional Failure to Disclose Hazards

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions**, paragraph 6. is added as follows:

6. Representations

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

10. Unintentional Failure to Notify

Under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph f. is added as follows:

- f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.

POLICY #OH3 A43196302

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHEN REQUIR	AS REQUIRED BY CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**OTHER INSURANCE - PRIMARY AND NON-CONTRIBUTORY
(ADDITIONAL INSURED) ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **SECTION III - COMMON POLICY CONDITIONS:**

M. Other Insurance

1. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, Part C - Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II - LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability**.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (2) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (3) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not

described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRITTEN CONTRACT, WRITTEN AGREEMENT OF PERMIT"

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

- A. The following is added to **SECTION II - LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured**:

Additional Insured If Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

- B. The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph B. **General Conditions**, subparagraph 5. **Other Insurance**:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II - LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured**, subparagraph **Additional Insured If Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
 - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
 - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:
1. During the policy period;
 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY #AW3A42745802



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NBS GOVERNMENT FINANCE GROUP

Endorsement Effective Date: 9/24/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRIT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ONLY WHERE REQUIRED BY

Job Description

CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/24/2016

Policy No. WH3A42745702

Endorsement No.

Insured

Premium \$

NBS GOVERNMENT FINANCE GROUP

Insurance Company THE HANOVER INSURANCE COMPANY

Countersigned By

Janet Darby

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

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

City and NBS Government Finance Group agree as follows:

1. In Section 1 of the Agreement, the phrase "Exhibit A attached hereto and incorporated by this reference in full herein" is replaced with "Exhibits A-2 and C-2."
2. In Section 8 of the Agreement, the phrase "[pursuant to the schedule provided in Exhibit A attached hereto and incorporated by this reference in full herein]" is removed in its entirety.
3. In Section 12 of the Agreement, the phrase "expire on June 30, 2018," is replaced with "terminate on May 31, 2021."
4. In Section 14 of the Agreement, Subsection (a) is replaced with
"City shall pay Consultant in an amount not to exceed \$346,415.42 for the Services in Exhibit A-2 at the rates provided in Exhibit B-2; and \$154,700 for the Services in Exhibit C-2 at the rates provided in Exhibit D-2. Invoices for Services provided shall reference Exhibit A-2 or C-2. There shall be no comingling of funds."
5. In Section 22(a) of the Agreement, the phrase "attached hereto and incorporated herein by this reference" is removed in its entirety.
6. Section 43 is hereby added to state:

"Exhibits

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

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



**“EXHIBIT A-2
SCOPE OF SERVICES**

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

1. **Database Development.** Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.
2. **Budget Preparation.** Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.
3. **Assessment Computation and Rate Analysis.** Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.
4. **Engineer's Report Preparation.** Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:
 - a. Background of the district.
 - b. A detailed and technically supported Method of Assessment.
 - c. A description of the improvements and services funded by the district.
 - d. A cost estimate for the improvements and services being funded.
 - e. Copy or reference to the original district diagram.
 - f. A table showing assessed rates by zone and land use.
 - g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.
5. **Meet with City Staff.** Consultant will meet with City staff to review each Engineer's Report for modifications and approval.
6. **Noticing and Resolution Coordination.** Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame.

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

- a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.
 - b. Resolution preliminarily approving the Engineer's Report
 - c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
 - d. Resolution authorizing the placement of assessments on the secured property tax bills.
7. **Meeting Attendance.** Consultant will attend up to a total of two (2) public meetings such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(3) of this Exhibit A-2), as requested by the City.
8. **Levy Submittal.** Consultant will submit the levy to the Ventura County Auditor- Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.
9. **Final Engineer's Report.** Consultant will update and deliver to City staff each annual Engineer's Report.
10. **Toll-Free Phone Number.** Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m. to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

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

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

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

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

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

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

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

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

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

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

Districts or Zones with Less than 300 Parcels.....\$250-774.29
Each*
Districts or Zones with 300 Parcels or More.....\$250-1,106.14 Each*

Total Annually\$10,250-33,405.14

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

Breakdown of Administration Fees

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

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

Special Projects Necessary for the Ongoing Administration of the Maintenance Assessment Districts and Assistance to City Staff with the Administration of the Maintenance Assessment Districts

(Starting September 1st of each Fiscal Year Upon Request or On-Call Services)

Hourly per Schedule Below (Initial Authorization)\$25,000 *
Estimated Expenses\$1,500
Total Fees.....\$26,500

* City may authorize additional hours as needed.

Expenses

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

Additional Services

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

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

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

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

"EXHIBIT C-2 SCOPE OF SERVICES

1915 Act Assessment District Administration Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Community Facilities District Administration

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

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

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

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

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

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

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

Parcel Tax Reporting

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

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

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

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

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

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

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

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

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

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

Continuing Disclosure

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

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

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

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

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

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

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

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

Delinquency Management

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

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

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

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

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

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

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

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

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

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

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

Apportionments

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

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

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

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

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

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

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

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

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

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

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

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

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

1915 Act administration

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

CFD administration

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

Continuing Disclosure

AD 2000-1 Report Fee.....	\$1,500
AD 2001-1 Report Fee (1).....	\$1,500
CFD No. 2000-3 Report Fee (1)	\$1,500
CFD No. 1 Report Fee (1).....	\$1,500

(1) Reports are combined under the 2012 Revenue Bonds (Series A & B)

Developer's Continuing Disclosure

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

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

Dissemination Services:

Report Dissemination (per recipient).....	\$25
Significant Event Dissemination (per recipient).....	\$25

Delinquency Management

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

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

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

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

Apportionments

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

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

Recording Fee (each):	\$40
-----------------------------	------

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

Resolutions: \$300

Meeting Attendance: hourly, plus travel costs*

ANNUAL FEE INCREASES

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

Expenses

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

Additional Services

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

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

CITY OF OXNARD

Tim Flynn 5/22/18
Tim Flynn, Mayor Date

NBS GOVERNMENT FINANCE GROUP

Michael Retner, President/CEO/CFO Date
Board Secretary

ATTEST:

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

Dave Ketcham, Vice President Date

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO AMOUNT:

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

APPROVED AS TO INSURANCE:

Mike More 4/29/18
Mike More, Risk Manager Date

The City requires the following for any Agreement:

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

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

PLEASE DO NOT
REMOVE THIS BOX

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

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

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

CITY OF OXNARD

Tim Flynn, Mayor

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

3/26/18
Date

APPROVED AS TO CONTENT:

Sandra Burkhart, Project Manager

Date

Jim Throop, Department Head

Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager

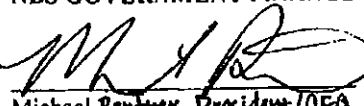
Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

NBS GOVERNMENT FINANCE GROUP


Michael Rentner, President/CEO
Board Secretary

3/27/18
Date


Dave Ketcham, Vice President

3/29/18
Date

The City requires the following for any Agreement:

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

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

**PLEASE DO NOT
REMOVE THIS BOX**

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

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

City and Consultant agree as follows:

1. Section 43 is hereby added to the Agreement.

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

2. The attached Prevailing Wage Exhibit is hereby incorporated into this Agreement.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

NBS Government Finance Group


☐ Tim Flynn, Mayor¹ 2-5-19 Date
☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager

 Michael Rentner, President Date
 CEO/CFO/Board Secretary²

 Dave Ketcham, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:


 Stephen M. Fischer, City 1/15/19 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 \$175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

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

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

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

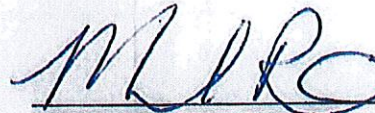
CITY OF OXNARD

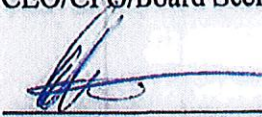
NBS Government Finance Group

☐ Tim Flynn, Mayor¹ _____ Date _____

☐ Alexander Nguyen, City Manager _____

☒ Lisa Boerner, Purchasing Manager _____

 2/4/19
 Michael Rentner, President
 CEO/CFO/Board Secretary² Date

 2/4/19
 Dave Ketcham, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

PREVAILING WAGE EXHIBIT

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

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

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

THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of June, 2020 by and between the City of Oxnard, a municipal corporation ("City"), and NBS Government Finance Group ("Consultant"). This Third Amendment amends the Agreement entered into on February 7, 2020, by City and NBS. The Agreement previously has been amended by a First Amendment on June 1, 2018, and by a Second Amendment, on January 3, 2019.

City and NBS Governmental Finance Group agree as follows:

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

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

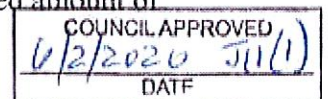
"44. Additional Services

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

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

"45. Additional Compensation:

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



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

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

[Signatures on next page]

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

CITY OF OXNARD

NBS GOVERNMENT FINANCE GROUP

Tim Flynn 6/2/20
☒ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Dan Willhite, Purchasing Manager
☐ Buyer

Michael Rentner 4/28/20
 Michael Rentner Date
 President/CEO/CFO/Board Secretary
Dave Ketcham 4/28/20
 Dave Ketcham, Vice President Date

ATTEST:

Michelle Ascencion 6/2/20
 Michelle Ascencion, City Date
 Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer 4-28-2020
 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.

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

CITY OF OXNARD

NBS GOVERNMENT FINANCE GROUP

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Dan Willhite, Purchasing Manager
☐ Buyer

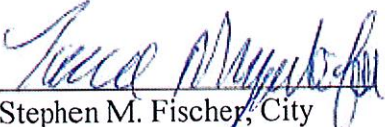
Michael Rentner _____ Date
President/CEO/CFO/Board Secretary

Dave Ketcham, Vice President _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

EXHIBIT E

CFD FORMATION SAKIOKA FARMS



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

www.nbsgov.com

January 20, 2020

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

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

Dear Ms. Cooper,

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

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

Scope of Services

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

KICK-OFF MEETING, PROJECT SCHEDULE

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

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

LOCAL GOALS & POLICIES

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

DATA COLLECTION

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

DISTRICT BOUNDARIES

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

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

COST ESTIMATE

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

RATE MODELING

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

RATE AND METHOD OF APPORTIONMENT

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

MAPPING

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

INTENT MEETING

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

CFD REPORT

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

PUBLIC HEARING

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

ELECTION

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

CITY'S RESPONSIBILITIES

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

Fees

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

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

(1) See description of expenses below

EXPENSES

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

ADDITIONAL SERVICES

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

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

TERMS

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

INDEMNIFICATION

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

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

Best regards,

**NBS Government Finance Group,
DBA NBS**

City of Oxnard

Michael Rentner

Name

President and CEO

Title

Date

Title

Date

January 21, 2020

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

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

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

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

Dear Mr. Rozell:

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

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

Terms of Engagement

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

Scope of Services

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

- (a) Confer and consult with the City Manager, Project Manager (Special Assessment Districts), Chief Assistant City Attorney, and other members of the City administrative staff (acting in their respective capacities as staff of the City or other entity or district created by the City) and with their municipal advisor, if any, and special tax consultant, as to the Matter.
- (b) Attend such meetings of the City and any staff or administrative meetings at which the Matter is to be discussed, as the Firm, in their judgment deem necessary, for the proper implementation of the Matter, or as requested by the City.
- (c) Participate in sessions and provide material to educate individual landowners participating in the Matter.
- (d) Draft the appropriate resolutions, notices, petitions, consents, election material and other certificates to be used in connection with the Matter.

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

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

Our Personnel Who Will Be Working on the Matter

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

Our Legal Fees and Other Charges

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

Conflicts of Interest

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

Professional Errors and Omissions Coverage

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

Communications and Confidentiality

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

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

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

Termination

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

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

Document Retention

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

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

Conclusion

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

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

Very truly yours,

Maryann L. Goodkind, Counsel

City of Oxnard Agrees to and Accepts this
Letter:

By: _____
Name: _____
Title: _____

Date: _____, 2020

CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. _____

**TENTATIVE TIMETABLE
(January 21, 2020)**

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

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

EXHIBIT F
CFD FORMATION FOR NORTHSORE



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

June 6, 2019

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

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

Dear Ms. Gaglione:

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

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

Scope of Services

Community Facilities District Formation Services

KICK-OFF MEETING, PROJECT SCHEDULE

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

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

LOCAL GOALS & POLICIES

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

DATA COLLECTION

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

DISTRICT BOUNDARIES

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

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

COST ESTIMATE

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

RATE AND METHOD OF APPORTIONMENT

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

MAPPING

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

INTENT MEETING

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

CFD REPORT

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

PUBLIC HEARING

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

PROPERTY DATA

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

ELECTION

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

Community Facilities District Bond Issuance Disclosure

KICK-OFF MEETING, PROJECT SCHEDULE

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

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

LOCAL GOALS & POLICIES

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

DATA COLLECTION

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

PROPERTY DATA

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

REVIEW BOND DOCUMENTS

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

DATA PROCESSING

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

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

City's Responsibilities

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

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

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of NBS and its associated persons.

CONFLICTS OF INTEREST

Compensation

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

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

Other Municipal Advisor Relationships

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

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

LEGAL OR DISCIPLINARY EVENTS

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

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

Fees

Community Facilities District Formation Services

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

Community Facilities District Bond Issuance Disclosure

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

EXPENSES

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

TERMS

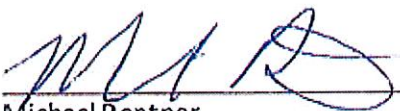
Services will be invoiced monthly. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within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

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

Best regards,

NBS Government Finance Group,
DBA NBS

City of Oxnard


Michael Rentner

Name

President & CEO

Title

Date

6/6/19

Title

Date



EXHIBIT G
PUBLIC ENGAGEMENT FOR LANDSCAPE MAINTENANCE DISTRICTS



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

November 20, 2019

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

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

Dear Ms. Cooper,

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

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

Scope of Services

PUBLIC ENGAGEMENT – FOCUSED COMMUNITY EFFORTS

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

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

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

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

helping communities fund tomorrow

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

Provide the following meeting services for in-person meetings:

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

Updates to the collaborative governance process which include:

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

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

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

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

CITY'S RESPONSIBILITIES

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

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

Fees

PUBLIC ENGAGEMENT (FOCUSED COMMUNITY EFFORTS) PER COMMUNITY

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

(1) See description of expenses below

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

EXPENSES

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

ADDITIONAL SERVICES

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

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

TERMS

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

INDEMNIFICATION

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

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

Best regards,

**NBS Government Finance Group,
DBA NBS**

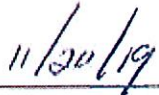
City of Oxnard



Michael Rentner

Name

President and CEO
Title



Date

Title

Date

EXHIBIT H
WAGON WHEEL CFD 7 DOCUMENT REVIEW SUPPORT



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

www.nbsgov.com

March 27, 2020

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

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

Dear Ms. Phillips,

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

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

Scope of Services

Construction Costs Reimbursement

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

PROJECT APPROACH

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

REIMBURSEMENT PROCESSING

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

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

helping communities fund tomorrow

City's Responsibilities

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

Fees

Construction Costs Reimbursement

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

EXPENSES

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

ADDITIONAL SERVICES

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

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

TERMS

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

INDEMNIFICATION

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

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

Best regards,

**NBS Government Finance Group,
DBA NBS**

City of Oxnard



Michael Rentner

Name

President and CEO
Title

3/27/20
Date

Title

Date

“EXHIBIT” A-2
SCOPE OF SERVICES

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

1. **Database Development.** Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.
2. **Budget Preparation.** Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.
3. **Assessment Computation and Rate Analysis.** Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.
4. **Engineer's Report Preparation.** Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:
 - a. Background of the district.
 - b. A detailed and technically supported Method of Assessment.
 - c. A description of the improvements and services funded by the district.
 - d. A cost estimate for the improvements and services being funded.
 - e. Copy or reference to the original district diagram.
 - f. A table showing assessed rates by zone and land use.
 - g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.
5. **Meet with City Staff.** Consultant will meet with City staff to review each Engineer's Report for modifications and approval.

6. **Noticing and Resolution Coordination.** Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame. Consultant will assist the City with preparation of any notice of assessments, public hearings, or other meetings requiring publication. Consultant will assist the City with preparation of the staff report, all legal notices and the associated resolutions described below:
 - a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.
 - b. Resolution preliminarily approving the Engineer's Report
 - c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
 - d. Resolution authorizing the placement of assessments on the secured property tax bills.
7. **Meeting Attendance.** Consultant will attend up to a total of two (2) public meetings per fiscal year such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(1) of this Exhibit A-2), as requested by the City.
8. **Levy Submittal.** Consultant will submit the levy to the Ventura County Auditor Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.
9. **Final Engineer's Report.** Consultant will update and deliver to City staff each annual Engineer's Report.
10. **Toll-Free Phone Number.** Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m. to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

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

1. **Community Outreach.** Consultant will participate and provide support for community outreach efforts related to the ongoing administration of the maintenance assessment districts. Consultant will participate and provide support, including mailing support (with materials and postage paid by City) for town hall meetings related to, but not limited to, the bidding and awarding of maintenance contracts, setting of maintenance levels of service, changes to the maps of improvements, and setting of corresponding assessment levies. Consultant will attend up to a total of two (2) town hall meetings per fiscal year (in addition to and not including the two (2) public meetings in A(7) of this Exhibit A-2).

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

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

**“EXHIBIT” B-2:
RATES AND COSTS RELATED TO SERVICES LISTED IN EXHIBIT A-2**

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

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

Districts or Zones with Less than 300 Parcels.....\$350-\$950
Each*

Districts or Zones with 300 Parcels or More.....\$350-\$1,400
Each*

Total Annually\$13,300-\$38,350

* Per District Fee reflects a total of \$2,000 in expenses and includes engineer’s signature and stamp of consolidated engineer’s report.

Annual Fee Increases

Cost of living increases may be applied to the Administration and Disclosure services listed above on October 1 each year, beginning with October 1, 2023. The COLA would be the actual cost of living increase based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the Southern California counties.

Breakdown of Administration Fees (First Year)

District Name	Parcel Count	District Fee
LMD No. 03 (River Ridge)	516	\$350-\$1,400
LMD No. 10 (Country Club Estates)	153	350-950
LMD No. 11 (St. Tropez)	83	350-950
LMD No. 12 (Standard Pacific)	255	350-950
LMD No. 13 (Le Village)	160	350-950
LMD No. 14 (California Cove)	212	350-950
LMD No. 16 (California Lighthouse)	265	350-950
LMD No. 23 (Greystone)	61	350-950
LMD No. 24 (Vineyards)	100	350-950
LMD No. 25 (The Pointe)	216	350-950
LMD No. 27 (Rose Island)	50	350-950
LMD No. 28 (Harborside)	355	350-1,400
LMD No. 30 (Haas Automation)	13	350-950
LMD No. 31 (Rancho De La Rosa)	233	350-950

LMD No. 32 (Oak Park)	27	350-950
LMD No. 33 (El Paseo)	190	350-950
LMD No. 34 (Sunrise/Sunset)	273	350-950
LMD No. 36 (Carmel/Santa Cruz)	330	350-1,400
LMD No. 37 (Pacific Breeze)	119	350-950
LMD No. 38 (Aldea Del Mar)	294	350-950
LMD No. 39 (Promesa & Sueno)	244	350-950
LMD No. 40 (Cantada)	113	350-950
LMD No. 41 (Pacific Cove)	120	350-950
LMD No. 42 (Cantabria & Coronado)	197	350-950
LMD No. 43 (Greenbelt)	164	350-950
LMD No. 46 (Daily Ranch)	262	350-950
LMD No. 47 (Sycamore Place)	111	350-950
LMD No. 49 (Cameron Ranch)	35	350-950
LMD No. 50 (Pleasant Valley)	60	350-950
LMD No. 51 (Pfeiler)	219	350-950
LMD No. 52 (Wingfield)	199	350-950
LMD No. 53 (Huff Court)	8	350-950
LMD No. 54 (Meadow Crest)	50	350-950
LMD No. 55 (Wingfield West)	41	350-950
LMD No. 58 (Westwind)	156	350-950
LMD No. 60 (Artisan)	1	350-950
MAD No. 04 (Mandalay Beach/Colony/Hotel)	441	350-1,400
Waterways	875	350-1,400
Total Annually:		\$13,300-\$38,350

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

Hourly per Schedule Below (Initial Authorization)\$25,000 *
Estimated Expenses\$1,500
Total Fees.....\$26,500

* City may authorize additional hours as needed.

Expenses

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

Hourly Rates and Additional Services

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

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

“EXHIBIT” C-2 SCOPE OF SERVICES

1915 Act Assessment District Administration Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Community Facilities District Administration

Data Collection. Consultant will gather and review data pertinent to the administration of the Community Facilities District. Data will be obtained from various sources such as assessor's parcel maps, building permits and county assessor information as determined to be necessary based on the requirements of the Rate and Method of Apportionment. Consultant will maintain and periodically update a database of all parcels within the districts and relevant parcel information.

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

Cash Flow Analysis. Consultant will determine the cash flow requirement, acquire current fund balances and make recommendations to keep the flow of funds and fund balances in compliance

with the bond documents. Fund transfers might include the transfer of available surplus funds to be used as levy credits or the transfer of reserve funds to the redemption fund upon the prepayment of special taxes. Cash flow analysis will also be performed to determine any levy shortfall or surplus collections.

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

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

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

Parcel Tax Reporting

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

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

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

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

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

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

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

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

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

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

Continuing Disclosure

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

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

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

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

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

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

City’s Responsibilities. The City shall furnish Consultant with any pertinent information that is available to the City and applicable to the services. The City shall designate a person to act with authority on its behalf in respect to the services. The City shall notify Consultant of the occurrence of any events listed in the Continuing Disclosure Certificate. The City shall promptly respond to Consultant’s requests for reviews and approvals of its work, and to its requests for decisions related to the services. City understands and agrees that Consultant is entitled to rely on all information, data and documents (collectively, “Information”) supplied to Consultant by City or any of its agents, Agreementors or proxies or obtained by Consultant from other usual and customary sources including other government sources or proxies as being accurate and correct and Consultant will have no obligation to confirm that such Information is correct and that Consultant will have no liability to City or any third party if such Information is not correct.

Delinquency Management

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

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

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

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

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

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

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

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

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

Subsequent Foreclosure Services. Consultant will prepare and deliver all information to the City's foreclosure counsel. Consultant will also continue to supply the City's counsel with additional information throughout the foreclosure process. Consultant will continue to respond to

property owner and City staff phone calls regarding the status of all cases, and will coordinate and audit status reports on a bi-monthly basis from the City's foreclosure counsel.

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

Apportionments

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

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

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

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

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

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

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

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

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

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

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

**“EXHIBIT” D-2:
RATES AND COSTS RELATED TO SERVICES LISTED IN EXHIBIT C-2**

1915 Act administration

District Name	Annual Fee
Assessment District 2000-1	\$3,350
Assessment District 2001-1	\$3,350

CFD administration

District Name	Annual Fee
CFD No. 2000-3	\$4,200
CFD No. 1	\$4,200
CFD No. 2	\$4,200
CFD No. 3	\$4,200
CFD No. 4	\$4,200
CFD No. 5	\$4,200

Continuing Disclosure

AD 2000-1 Report Fee.....	\$2,200
AD 2001-1 Report Fee (1).....	\$1,700
CFD No. 2000-3 Report Fee (1)	\$1,700
CFD No. 1 Report Fee (1).....	\$1,700

(1) Reports are combined under the 2012 Revenue Bonds (Series A & B)

Developer’s Continuing Disclosure

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

Significant Event Fee	hourly or \$250 per event
-----------------------	---------------------------

Dissemination Services:

Report Dissemination (per recipient)	\$25
Significant Event Dissemination (per recipient)	\$25

Delinquency Management

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

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

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

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

Apportionments

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

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

Recording Fee (each):	\$40
-----------------------	------

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

Resolutions: \$300

Meeting Attendance: hourly, plus travel costs*

Annual Fee Increases

Cost of living increases may be applied to the Administration and Disclosure services listed above on October 1 each year, beginning with October 1, 2023. The COLA would be the actual cost of living increase based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the Southern California counties.

Expenses

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

Hourly Rates and Additional Services

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

Position	Minimum Salary Rate
Director	\$225
Associate Director / Engineer	\$210
Senior Consultant / Manager	\$175
Consultant	\$155
Analyst	\$130
Clerical / Support	\$105



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

January 11, 2022

Mr. Eric L Storrie
Special Districts Manager
City of Oxnard
1060 Pacific Avenue, Building #1
Oxnard, CA 93030

Subject: Agreement to Provide Non-Bonded CFD Formation Services for the Harbour Island Zone of the Waterways Maintenance Assessment District (Exhibit E)

Dear Eric,

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

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

Scope of Services

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

KICK-OFF MEETING, PROJECT SCHEDULE

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

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

LOCAL GOALS & POLICIES

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

DATA COLLECTION

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

DISTRICT BOUNDARIES

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

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

COST ESTIMATE

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

RATE MODELING

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

RATE AND METHOD OF APPORTIONMENT

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

MAPPING

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

RESOLUTIONS AND ORDINANCE

NBS will prepare the required resolutions and ordinance in accordance with the time schedule. The resolutions and ordinance will comply with the Act. Final form of the resolutions and ordinance will be reviewed and approved by legal counsel and the City.

INTENT MEETING

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

CFD REPORT

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

PUBLIC HEARING

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

ELECTION

NBS will work with the election official to provide necessary data and documents related to a registered voter election.

ADDITIONAL CFD DOCUMENTS

NBS will prepare the Notice of Special Tax Lien in compliance with the Act. Final form of the Notice of Special Tax Lien will be approved by City staff and legal counsel.

CITY'S RESPONSIBILITIES

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

Fees

Non-Bonded Community Facilities District (CFD) Formation Services

Consulting Fee per CFD Formation	\$24,500
Estimated Expenses (1)	\$30,000
Total Estimated Cost per CFD Formation	\$54,500
<i>(1) See description of expenses below</i>	

EXPENSES

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

ADDITIONAL SERVICES

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

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

TERMS

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

INDEMNIFICATION

NBS shall defend, indemnify and hold harmless City, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of NBS or a breach by NBS of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of City. NBS will not be liable to the City or anyone who may claim any right due to a relationship with City, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of NBS. Except in the case of NBS' negligence, willful misconduct or breach of its obligations under this Agreement, City

shall defend, indemnify and hold harmless NBS, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of NBS performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of City or any of its agents or contractors supplying incorrect Information or documentation to NBS. The provisions of this Section shall survive termination of this Agreement.

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

Best regards,

**NBS Government Finance Group,
DBA NBS**

City of Oxnard

Michael Rentner

Name

President and CEO

Title

Date

Title

Date



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

January 11, 2022

Mr. Eric L Storrie
Special Districts Manager
City of Oxnard
1060 Pacific Avenue, Building #1
Oxnard, CA 93030

Subject: Northshore CFD Bond Issuance Disclosure Services (Exhibit F)

Dear Eric:

NBS would like to thank you for the opportunity to provide Community Facilities District (“CFD”) Bond Issuance Disclosure for the City of Oxnard (“City”). This letter serves as a confirmation to proceed with services for the Northshore Community Facilities District. The Scope of Services and Fees are shown below. All other provisions of the existing contract between the City of Oxnard and NBS remain in effect. We look forward to continuing our professional relationship.

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

Scope of Services

Community Facilities District Bond Issuance Disclosure

KICK-OFF MEETING, PROJECT SCHEDULE

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

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

LOCAL GOALS & POLICIES

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

DATA COLLECTION

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

PROPERTY DATA

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

REVIEW BOND DOCUMENTS

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

DATA PROCESSING

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

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

City's Responsibilities

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

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of NBS and its associated persons.

CONFLICTS OF INTEREST

Compensation

NBS represents that in connection with the issuance of municipal securities, NBS may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, NBS hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding NBS' ability to provide unbiased advice

to enter into such transaction. This conflict of interest will not impair NBS' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

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

Other Municipal Advisor Relationships

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

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

LEGAL OR DISCIPLINARY EVENTS

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

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

Fees

Community Facilities District Bond Issuance Disclosure

Consulting Fee	\$12,500
Expenses	NTE \$3,000
Total Estimated Cost per CFD Formation	\$15,500
<i>(1) See description of expenses below</i>	

EXPENSES

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

ADDITIONAL SERVICES

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

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

TERMS

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

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

Best regards,

**NBS Government Finance Group,
DBA NBS**

City of Oxnard

Michael Rentner Name _____

President and CEO
Title Date Title Date



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

January 11, 2022

Mr. Eric L Storrie
Special Districts Manager
City of Oxnard
1060 Pacific Avenue, Building #1
Oxnard, CA 93030

Subject: Public Engagement Services (Focused Community Efforts) for the City's Communities with Special Financing Districts (Exhibit G)

Dear Eric,

NBS would like to thank you for the opportunity to provide continued Public Engagement services for the City of Oxnard (the "City"). **Services will be provided only for specific communities authorized by the City.** We look forward to continuing our professional relationship.

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

Scope of Services

PUBLIC ENGAGEMENT – FOCUSED COMMUNITY EFFORTS

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

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

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

- Providing concise explanations about the survey.
- Developing specific questions that allow for focused results.
- Engaging a larger demographic within the boundaries.
- Measuring the performance of the survey.
- Providing useful and detailed results.

Provide the following meeting services for in-person (or virtual) meetings:

- Hosting at least 3 in-person (or virtual) meetings per community to give the community the opportunity to discuss items of importance as well as build a sense of community.
- Creation and posting of community meeting notices that will be posted on various outlets such as social media, public locations and in the newspaper and or newsletter.
- Lead meetings with particular objectives created with the City prior to the meeting.
 - Current objectives include finding and implementing solutions for the revitalization and long-term viability of public improvements in and around various communities in the City to protect real estate values and enhance the quality of life for its residents.
- Development of action items based on feedback received at Community Meetings or from newsletters, surveys and other ongoing communication efforts.

Updates to the collaborative governance process which include:

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

CITY'S RESPONSIBILITIES

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

Fees

PUBLIC ENGAGEMENT (FOCUSED COMMUNITY EFFORTS) PER COMMUNITY

Focused Efforts for Communities Authorized by the City	\$16,500 per community
Estimated Expenses (1)	\$1,950 per community
Total Not to Exceed per Community (2)	\$18,450 per community
Anticipated Number of Communities	14 communities
Total Not to Exceed (If City authorizes for all 14 communities)	\$258,300 per community
(1) See description of expenses below	
(2) Covers up to 3 in-person (or virtual) meetings. Additional meetings subject to additional fees per hourly rate schedule below.	

EXPENSES

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

ADDITIONAL SERVICES

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

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

TERMS

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

INDEMNIFICATION

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

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

Best regards,

**NBS Government Finance Group,
DBA NBS**

City of Oxnard

Michael Rentner

Name

President and CEO

Title

Date

Title

Date

Oxnard Special Financing Districts Cost Spreadsheet

Special Financing District Name	County Fund No.	Parcel Count	2021/22 Levy Amount	NBS Fees Year 1	NBS Fees Year 2	NBS Fees Year 3	Notes
AD 2000-1 Oxnard Blvd/Highway 101 Interchange	1057	199	185,532.62	3,350	3,451	3,554	Managed by David Taussig and Associates currently. NBS does not have any levy information on this district. County fund number not obtained due to NBS not levying nor completing administration per City direction. Wet signature resolution will be required to provide to County for fund number. Due to reformation of original district (CFD 6) this CFD will require a new County fund number. Wet signature resolution will be required to provide to County. Prior CFD 6 last levy was 4 parcels in FY 2014/15 in the amount of \$66,344.98.
AD 2001-1, Series 2012 Refunding Bonds	1058	286	950,980.40	3,350	3,451	3,554	
CFD No. 1 Westport at Mandalay Bay	1612	313	700,041.88	4,200	4,326	4,456	
CFD No. 2 Westport at Mandalay Bay	1613	321	513,730.74	4,200	4,326	4,456	
CFD No. 2000-3 Oxnard Blvd/Highway 101 Interchange	1611	704	572,839.54	4,200	4,326	4,456	
CFD No. 3 Seabridge at Mandalay Bay	1619	535	1,778,820.18	4,200	4,326	4,456	
CFD No. 4 Seabridge at Mandalay Bay	1620	542	665,014.16	4,200	4,326	4,456	
CFD No. 5 Riverpark	1621	1,896	2,987,472.46	4,200	4,326	4,456	
CFD No. 7 Wagon Wheel	N/A	Unknown	Unknown	4,200	4,326	4,456	
CFD No. 8 Sakioka Farms	N/A	44	0.00	4,200	4,326	4,456	
CFD No. 8 Northshore at Mandalay Bay	N/A	214	N/A	4,200	4,326	4,456	
LMD No. 10 (Country Club Estates)	1262	153	24,076.08	950	979	1,008	
LMD No. 11 (St. Tropez)	1266	83	6,990.26	950	979	1,008	
LMD No. 12 (Standard Pacific)	1267	255	22,394.10	950	979	1,008	
LMD No. 13 (Le Village)	1278	160	18,044.80	950	979	1,008	
LMD No. 14 (California Cove)	1269	212	36,692.96	950	979	1,008	
LMD No. 16 (California Lighthouse)	1274	265	19,551.70	950	979	1,008	
LMD No. 23 (Greystone)	1295	61	5,587.60	950	979	1,008	
LMD No. 24 (Vineyards)	1296	100	18,300.00	950	979	1,008	
LMD No. 25 (Pointe)	1297	216	23,798.88	950	979	1,008	
LMD No. 27 (Rose Island)	1705	50	20,771.00	950	979	1,008	
LMD No. 28 (Harborside)	1706	355	38,269.00	1,400	1,442	1,485	
LMD No. 3 (River Ridge)	1248	516	84,035.76	1,400	1,442	1,485	
LMD No. 30 (Haas Automation)	1708	13	11,441.26	950	979	1,008	
LMD No. 31 (Rancho De La Rosa)	1711	233	87,705.86	950	979	1,008	
LMD No. 32 (Oak Park)	1239	27	3,726.54	950	979	1,008	

Oxnard Special Financing Districts Cost Spreadsheet

LMD No. 33 (El Paso)	1724	190	65,204.20	950	979	1,008
LMD No. 34 (Sunrise Pointe & Sunset Cove)	1725	273	67,736.76	950	979	1,008
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	1727	330	97,897.80	1,400	1,442	1,485
LMD No. 37 (Pacific Breeze)	1728	119	8,882.16	950	979	1,008
LMD No. 38 (Aldea Del Mar)	1731	294	108,944.64	950	979	1,008
LMD No. 39 (DR Horton)	1732	65	34,669.70	475	489	504
LMD No. 39 (Promesa & Sueno)	1732	179	100,540.72	475	489	504
LMD No. 40 (Cantada)	1743	113	42,827.00	950	979	1,008
LMD No. 41 (Pacific Cove)	1744	120	44,193.60	950	979	1,008
LMD No. 42 (Cantabria & Coronado)	1742	197	10,184.90	950	979	1,008
LMD No. 43 (Greenbelt)	1745	164	113,821.06	950	979	1,008
LMD No. 46 (Daily Ranch)	1753	262	178,803.00	950	979	1,008
LMD No. 47 (Sycamore Place)	1748	111	30,700.38	950	979	1,008
LMD No. 49 (Cameron Ranch)	1750	35	19,412.40	950	979	1,008
LMD No. 50 (Pleasant Valley Senior Housing)	1751	60	24,523.20	950	979	1,008
LMD No. 51 (Pfeiler)	1757	219	105,737.58	950	979	1,008
LMD No. 52 (Wingfield)	1758	199	10,212.68	950	979	1,008
LMD No. 53 (Huff Court)	1759	8	3,775.84	950	979	1,008
LMD No. 54 (Meadow Crest Villas)	1766	50	12,080.00	950	979	1,008
LMD No. 55 (Wingfield West)	1767	41	30,996.82	950	979	1,008
LMD No. 58 (Westwind)	1770	156	29,047.20	950	979	1,008
LMD No. 60 (Artisan)	1794	1	41,922.34	950	979	1,008
MAD No. 4 (Mandalay Beach)	1249	441	39,446.00	1,400	1,442	1,485
Waterways Assessment District	0602	875	492,206.98	1,400	1,442	1,485
Estimated Continuing Disclosure Reports, Significant Events, and Dissemination (Annually):			9,200	9,476	9,760	
Cost of Living Inflation for Administration and Continuing Disclosure (Starts on Year 2):			N/A	Reflected Above	Reflected Above	
Estimated Delinquency Management Activities (Annually):			15,000	15,000	15,000	
Liens Lien Apportionments (1915 Act Districts Only) (If Parcels Merge or Subdivide) (Annually):			10,000	10,000	10,000	
Necessary for the Ongoing Administration of the Landscape Maintenance Districts (Annually):			26,500	26,500	26,500	
Estimated Out-Of-Pocket Expenses (Annually):			7,500	7,750	8,000	
Bond Issuance Disclosure for Northshore CFD (One-Time Project):			15,500	-	-	
CFD Formation for Harbour Island Zone of Waterways MAD (One-Time Project):			54,500	-	-	
Community Engagement (7 per year up to a total of 14 communities) (2-Year Plan Shown):			129,150	129,150	-	
Additional Assistance (COVID or City Staff Turnover Coverage) (Annually as Needed):			30,000	30,000	30,000	
Totals:			380,200	313,212	187,156	

CITY OF OXNARD

Collaborative Governance Guide for the:

Special Districts Division

September 2020



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

civicmic.com

TABLE OF CONTENTS

1. INTRODUCTION	1
1.1 Spectrum of Collaborative Governance Efforts	1
2. MISSION STATEMENT	2
2.1 Neighborhoods.....	2
3. FEASIBILITY ASSESSMENT	3
3.1 Assessment of the City	3
3.2 Assessment of Residents and Property Owners (1 st Assessment).....	5
3.3 Survey of Residents and Property Owners (Complete)	6
3.4 Prioritization Based on Representation, Interests, Engagement and Location	20
4. PARTICIPATION.....	22
4.1 Neighborhood Committees.....	22
4.2 Decision-Making.....	22
4.3 City's Commitment.....	22
4.4 Convener's Commitment	23
4.5 CivicMic's Commitment	23
4.6 Agreement.....	24
4.7 Committee Meetings.....	24
4.8 Guidelines for Participation.....	25
5. WORK PLAN.....	26
5.1 Initial Timeline and Approach	26
5.2 Special Considerations	27
5.3 Conducting Meetings	27

5.4	Citizens' Advisory Committee and Adaptive Management Plan	28
6.	IMPLEMENTATION ACTION PLAN (IAP)	29

1. INTRODUCTION¹

Demands on public and private resources are increasing, political polarization and gridlock are worsening, our population is growing more diverse, and citizens increasingly expect to have a say in public issues. At the same time, governmental jurisdictions and traditional decision-making processes established over the past 200 years have remained essentially static. Many have discovered that top-down unilateral decision-making does not result in comprehensive, lasting solutions.

Today's problems call for a kind of collaborative governance in which leaders play new roles, bringing people together from various interests and perspectives to work to address difficult issues. Acting in their roles as conveners, leaders do not impose solutions, but rather get people involved in finding effective solutions together. Collaboration thus enables leaders to act without taking sides.

First, every stakeholder must be brought in at the very start of the process. The very point of the process is that everyone gets to see the cards dealt, everyone gets to kick the tires on the technical issues.

Second, it is best if the City signals in unambiguous terms that the process and what comes out of the process will likely prevail as public policy.

Third, the process needs professional facilitation and access to extensive technical advice on Special Financing Districts.

Finally, such a process must have as its goal some viable and sustainable solution.

1.1 Spectrum of Collaborative Governance Efforts

There are four main points on the spectrum of collaborative governance efforts.

1. **Inform.** Leaders or staff members meet with representatives from the private and civic sectors, as well as individual citizens, to give them information or obtain information from them. This approach can be useful to get reactions to proposals, gain insight into the public's viewpoints, and help allay controversies due to misinformation.
2. **Consult.** Leaders can use consultative meetings or committees to gain feedback, advice, or input from a broad array of stakeholders; this can be done on a one-time or on-going basis. It can also be used to identify data needs and policy options.
3. **Engage.** The objective is to actively engage citizens in proposing solutions to difficult problems, choosing priorities, or providing feedback. However, engagement does not involve sharing decision-making power, as often happens in the collaborative processes.
4. **Collaborate.** Collaborative processes seek consensus recommendations from the public or stakeholders and invite shared responsibility in decision-making as well as implementation.

¹ Carlson, C. (2007). *A Practical Guide to Collaborative Governance*. Portland: Policy Consensus Initiative



2. MISSION STATEMENT

The City of Oxnard wishes to engage constituents in a collaborative governance effort to find and implement solutions for the revitalization and long-term viability of public improvements in and around various neighborhoods in the City thus protecting real estate values and enhancing the quality of life for its residents. Solutions are expected to include the creation of citizen advisory committees, ongoing monitoring, and adaptive management techniques to ensure the sustainability of desired outcomes and successful implementation of the agreed-upon solutions.

2.1 Neighborhoods

Collaborative governance efforts seek to revitalize the interior, perimeter, and median public improvements of the following neighborhoods. Revitalization efforts are being approached in phases and will be prioritized based on available funds. To see a list of current prioritizations please refer to Section 3.4.

- California Cove
- California Lighthouse
- Country Club Estates
- Greystone
- Harbour Island
- Huff Court
- Le Village
- Meadowcrest Villas
- Pacific Breeze
- Pacific Cove
- Pleasant Valley Senior Housing
- The Pointe
- River Ridge
- Rose Island
- St. Tropez
- Standard Pacific
- Sycamore Place
- Vineyards
- Wingfield
- Wingfield West



3. FEASIBILITY ASSESSMENT

The City, as the sponsor of this collaborative process, must assess the situation to determine whether a collaborative process is feasible to achieve the Mission Statement. CivicMic as the Facilitator has worked with the City to complete this assessment and conclude a collaborative process is feasible and preferred.

3.1 Assessment of the City

1. Are the issues clear?
 - a. Yes, public improvements in and around specific communities of the City are in disrepair and residents desire a revitalization of the improvements to protect real estate values and improve quality of life among other reasons.
2. Are the issues negotiable?
 - a. Yes, there are various ways of addressing the issues and a need to achieve consensus on the best solution.
3. Are the issues a priority for the City?
 - a. Yes, the City is committed to finding and implementing a workable solution.
4. Are the issues a priority to other parties?
 - a. Yes, City staff has been approached by residents, homeowner associations, and other constituents prompting the City for a solution, thus showing this is a priority to other parties.
5. Is there a deadline? Is there enough time for the parties to engage in a collaborative process?
 - a. Time is of the essence as public improvements such as trees, plants, and green areas continue to deteriorate and the cost of revitalizing the improvements rises. Nevertheless, there is enough time for parties to engage and ensure a viable long-term and sustainable solution is agreed upon and implemented. A collaborative process is particularly necessary as solutions may include the implementation of funding requiring approval by registered voters and/or property owners. Bringing everyone to the table into a collaborative process increases the odds that agreed-upon funding solutions will be approved by the registered voters and/or property owners as required by law.
6. What decisions does the City need to make? Does the City have a mandate in this matter?
 - a. The City needs to determine if proposed solutions are consistent with guidelines of the City and can be implemented by the City or through private contractors. Also, the City must estimate costs and determine funding options for the implementation of proposed solutions. The City may be limited by mandates such as, but not limited to, procurement rules, Proposition 218, Proposition 26, and Special Financing District statutes.
7. Who will be needed to make the decisions? Would implementation be better if affected parties helped to develop the decision?



- a. Participation by residents and property owners of each neighborhood is paramount as they are impacted directly by the issues.
- 8. Who are the parties? What are their interests? Is a collaborative process their best alternative for achieving those interests?
 - a. City staff, elected officials, residents, property owners, and homeowner associations, when applicable, all share the same interests and desires for the revitalization of the public improvements in and around each neighborhood. The collaborative process is specifically suited to achieving these shared interests.
- 9. What is the context, history, and dynamics around the issue? What are the relationships among the parties? Is there a history of conflict, or are the issues a one-time occurrence?
 - a. There is a history of distrust and conflict around the issues and the relationship between residents, property owners, and the City can be adversary depending on the neighborhood. The issues have surfaced before and require special attention and an outside the box approach to achieve a viable and sustainable permanent solution.
- 10. Is it likely that key decision-makers will support a collaborative process? Do the parties have resources or influence that would help the sponsor implement the decision?
 - a. The City is committed to the process and the parties have the resources and influence to help the City implement the solution.
- 11. What are the obstacles to addressing the issue through collaboration? Can obstacles be overcome?
 - a. Given the high level of distrust, it is anticipated that residents and property owners will want to see where their money is currently going before considering solutions that may involve additional funding. CivicMic will facilitate the sharing of information and full transparency early in the process so participants can move to the next stage of collaboration.
- 12. Is the City willing to share control of the process and formulation of a decision? Does the City have the time and resources to support a collaborative process?
 - a. The City is willing to share control in the formulation of a decision and needs the support of the residents and property owners to implement any solution involving additional funds. The City is committed to dedicating time and resources to support the collaborative process.
- 13. Will a Facilitator and a Convener be helpful in planning and carrying out the process?
 - a. CivicMic will serve as Facilitator in this process. CivicMic also has access to Special Financing District technical expertise required to address current issues and proposed solutions live as questions come up during the collaborative process.
 - b. The participation of the Council member applicable to the neighborhood based on the electoral district as a Convener would be extremely helpful.



3.2 Assessment of Residents and Property Owners (1st Assessment)

As stakeholders in this process, each resident should answer the following questions before beginning collaboration efforts. This feedback will provide a starting point to understanding each resident's desire or perceived need to participate. These questions will be presented to residents immediately following the Introduction Meeting, but prior to the first individual community meetings.

1. What are the issues from your perspective? Are they negotiable?
 - a.
2. Are the issues a priority for you?
 - a.
3. Is there a need for a decision?
 - a.
4. Do you believe you have something to gain by participating in meetings with the City or something to lose by not participating?
 - a.
5. In your opinion, who from the neighborhood needs to be involved to make the effort successful?
 - a.
6. What is the history of the situation? What are the relationships among the parties, including the City, on this issue?
 - a.
7. Would it be helpful to have a respected leader convene the group? Who could do that?
 - a.
8. Which spokesperson from the neighborhood should represent the group?
 - a.
9. Do you have enough time to participate effectively?
 - a.
10. What types of information do you need? What kinds of information can you provide?
 - a.
11. Do you have specific concerns that need to be addressed before you can agree to participate?
 - a.
12. Do you have any suggestions about how the process ought to operate?
 - a.



3.3 Survey of Residents and Property Owners (Complete)

An online survey of residents and property owners in the nineteen (19) neighborhoods for which the maintenance of public improvements is funded by Landscape Maintenance Districts (“LMDs”) was conducted during the months of August and September 2019. The survey was closed on November 5th, 113 survey responses were received from 18 of the neighborhoods that were mailed postcards and 2 additional neighborhoods (neighborhood shown as “Other” below) representing 20 neighborhoods total. A breakdown of the responses received is shown in the table below.

Neighborhood	LMD Lots	Responses Received	Neighborhood	LMD Lots	Responses Received
California Cove (LMD No. 14)	225	16	Pleasant Valley SH (LMD No. 50)	60	4
California Lighthouse (LMD No. 16)	265	4	The Pointe (LMD No. 25)	218	7
Country Club Estates (LMD No. 10)	156	4	River Ridge (LMD No. 3)	542	17
Greystone (LMD No. 23)	62	1	Rose Island (LMD No. 27)	50	2
Harbour Island (Zone 2 of Waterways)	129	13	St. Tropez (LMD No. 11)	83	1
Huff Court (LMD No. 53)	8		Standard Pacific (LMD No. 12)	257	15
Le Village (LMD No. 13)	177	1	Sycamore Place (LMD No. 47)	111	2
Meadowcrest Villas (LMD No. 54)	50	3	Vineyards (LMD No. 24)	102	3
Pacific Breeze (LMD No. 37)	119	1	Wingfield (LMD No. 52)	201	10
Pacific Cove (LMD No. 41)	124	5	Other*		4
Totals:	1,315	48		1,624	65

* includes Southwinds and Mandalay Bay (Zone 1 of Waterways)



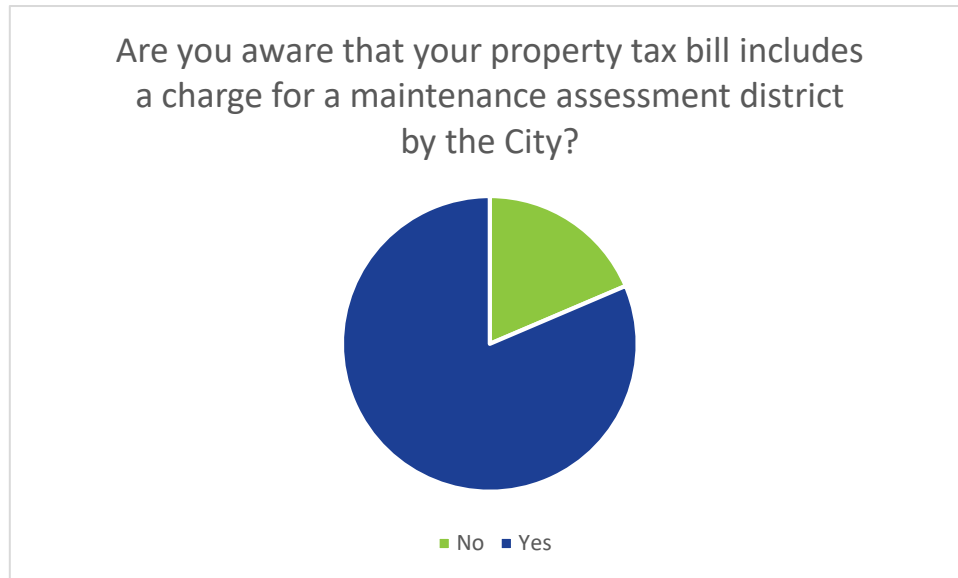
Each survey question is listed below followed by a visual depiction of the current survey results.

1. Are you aware that your property tax bill includes a charge for a maintenance assessment district by the City?

a. Yes - _____

b. No - _____

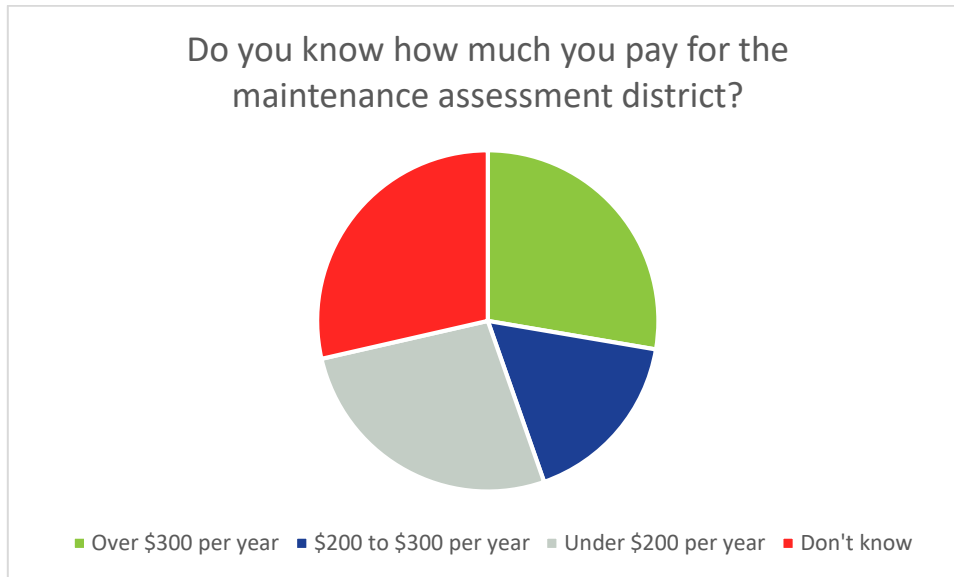
Most of the residents that responded to the survey are already aware of the assessment.



2. If aware, do you know how much you pay for the maintenance assessment district?

- a. Under \$200 per year - _____
- b. \$200 to \$300 per year - _____
- c. Over \$300 per year - _____

Almost 30% of the responders did not know how much they pay for assessments. This provides useful insight for education on the actual assessment amounts charged to each property owner.

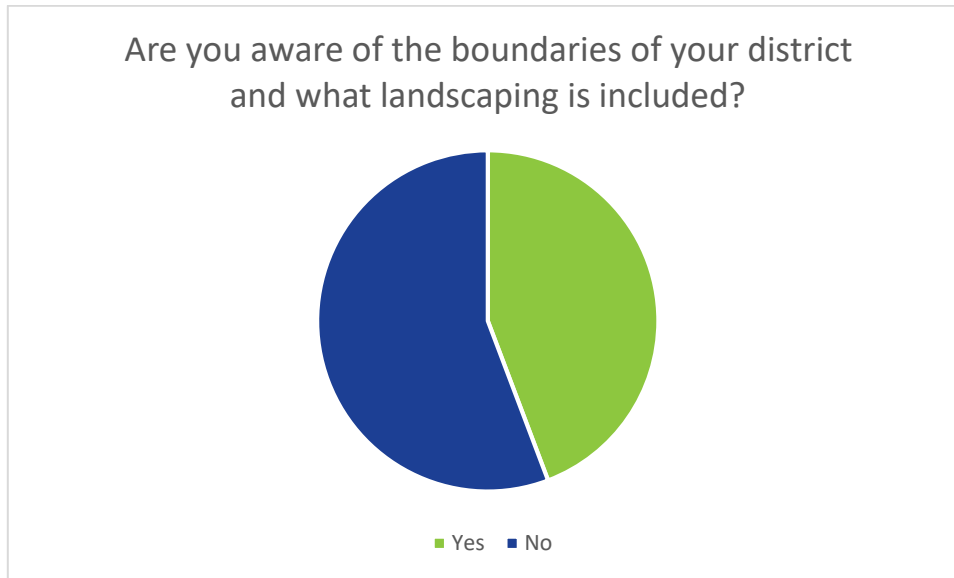


3. Are you aware of the boundaries of your district and what landscaping is included?

a. Yes - _____

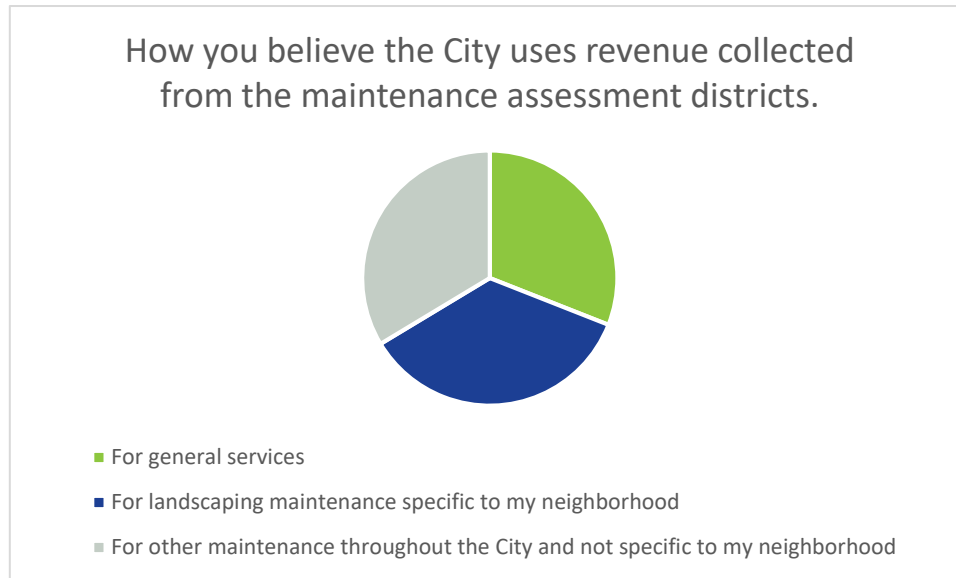
b. No - _____

Educating residents on the boundaries of their district and the landscaping included within the district will be extremely beneficial as many residents have concerns about landscaping that is not within the boundaries of an assessment district.



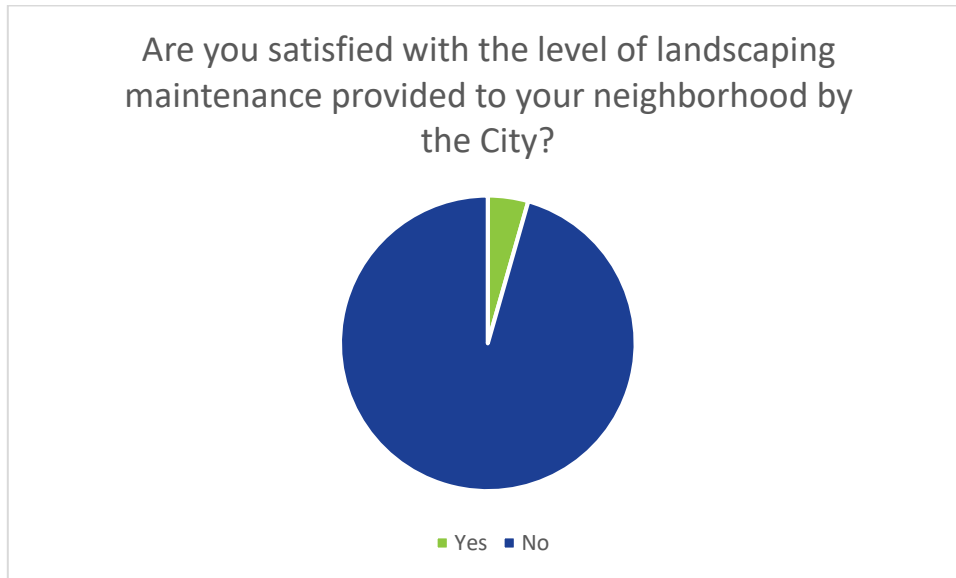
4. Please select how you believe the City uses revenue collected from the maintenance assessment districts.
- a. For general services - _____
 - b. For landscaping maintenance specific to my neighborhood - _____
 - c. For other maintenance throughout the City and not specific to my neighborhood - _____

CivicMic has and will continue to provide educational materials on this topic. Residents should understand, and have documentation that supports, how the City spends assessment district funds.



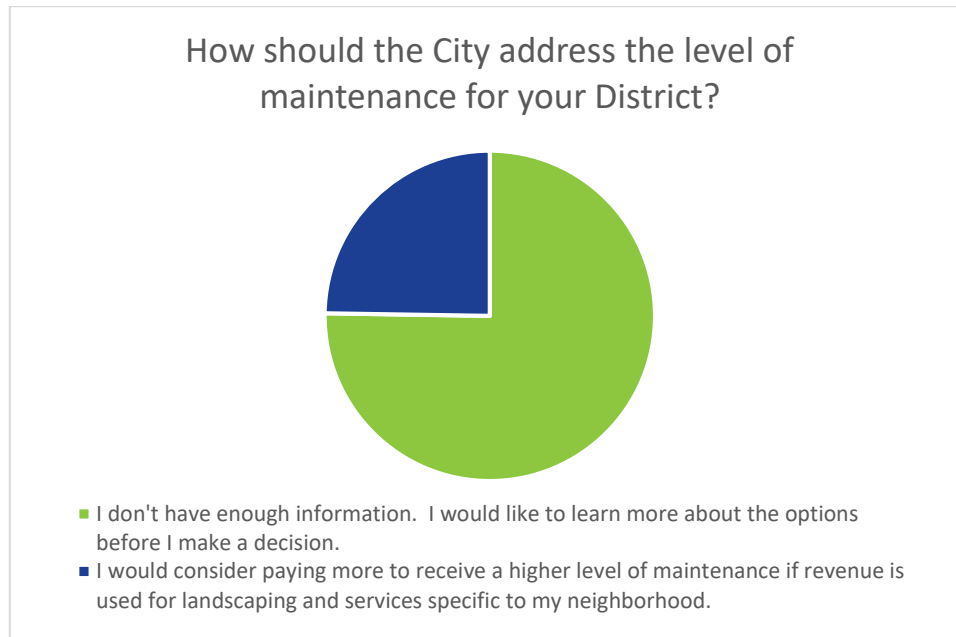
5. Are you satisfied with the level of landscaping maintenance provided to your neighborhood by the City?
- a. Yes - _____
 - b. No - _____

The survey results show a 5% satisfaction rate.



6. If not satisfied, how should the City address the level of maintenance for your District?
- I don't have enough information. I would like to learn more about the options before I make a decision - _____
 - I would consider paying more to receive a higher level of maintenance if revenue is used for landscaping and services specific to my neighborhood. I would like to learn more about this option - _____

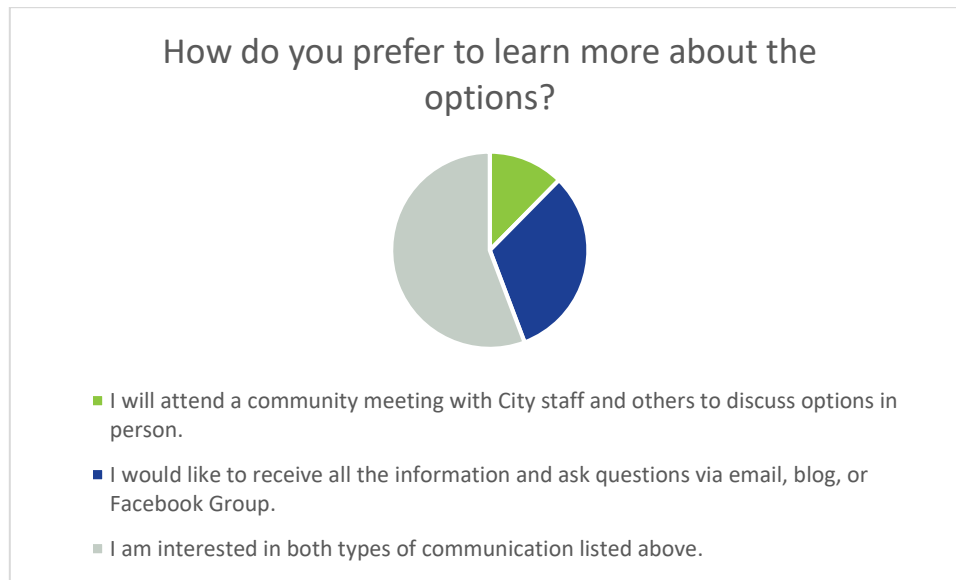
The majority of residents that responded to the survey feel they need additional information to make a decision. CivicMic has and will continue to provide educational information on this topic.



7. How do you prefer to learn more about the options?

- a. I will attend a community meeting with City staff and others to discuss options in person - _____
- b. I would like to receive all the information and ask questions via email, blog, or Facebook Group - _____
- c. I am interested in both types of communication listed above - _____

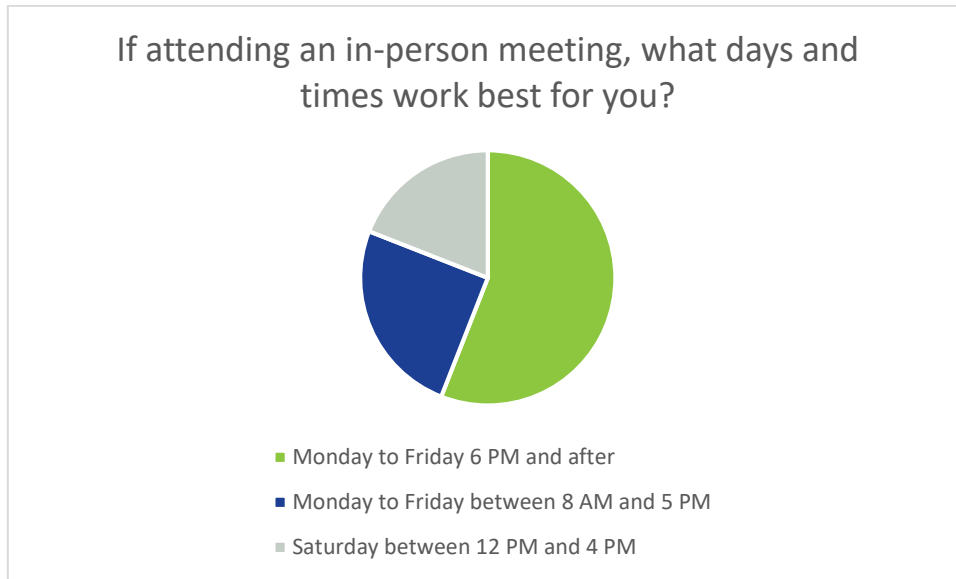
Over 50% of the residents that responded to the survey would like multiple types of communication. CivicMic plans to engage residents using both types of communication to reach as many residents as possible.



8. If attending an in-person meeting, what days and times work best for you?

- d. Monday to Friday between 8 AM and 5 PM - _____
- e. Monday to Friday 6 PM and after - _____
- f. Saturday between 12 PM and 4 PM - _____

Most residents that responded to the survey would like to meet on weekday evenings. We will continue to gauge this issue on a community by community basis to ensure the involvement of as many residents as possible.



9. What immediate questions would you like answered? (Responses have been sorted by topic only, the responses are unaltered and shown exactly as typed in the survey.)

a. Use of Assessment Funds.

- How can I get a copy of what our assessment money is being spent on?
- What is allowable to be paid from our fund?
- How is money allocated to projects?
- What has happened to all the money from my property taxes that has been collected to maintain my neighborhood?
- Receive more for our dollar~!
- How is our money budgeted and how can we get updates on expenses & account balances?
- Were funds from special tax assessment allocated to infrastructure projects; roads, sewer lines, landscaping maintenance?
- How much from my property tax bill is taken to pay for maintenance assessment district in my community?
- We wouldn't even be having this discussion if you used the money assessed for landscaping properly. I think the Ventura County grand jury would love to dig into the actual use of those assessments since they did not go for landscaping!
- Where are our assessment funds being used since they're not being used for our neighborhood?
- Why hasn't the City been performing the landscape maintenance they are obligated to do? Do your job now, and maybe we will consider increases based on CPI inflation. You've been getting my tax money for years, yet maintenance isn't performed; where is this money going? I'm not willing to pay more for landscaping maintenance that isn't being performed now; what would paying more accomplish??
- Why do we pay so much and yet the exterior landscaping has gone to weeds and seeds? We found a switchblade, trash, and leaves a foot deep; Gonzales Road is the way students walk to school. The neglect is shameful and sends a bad message. And yes, we had a neighborhood cleanup but were only able to rake and clean 1/3 of the stretch.
- Where does the money listed on my tax bill go to?
- How much money, from my neighborhood is collected for this purpose and how is it being spent?
- Why have the assessments gone up and the landscaping become virtually nonexistent? The weeds are overgrown, broken sprinkler heads, trash in greenbelt garden area, trees lifting sidewalks, etc.
- Why do I pay such high property taxes when Oxnard won't even take care of the lawns and landscape of California Cove?
- How are property taxes apportioned for landscape maintenance?
- Are you going to water South Bank Park? It is very dry and yellow.
- Inside the wall vs outside the wall. The inside wall contractors are doing great. The trees need trimming along the sidewalks. Outside of the walls aren't included in our fees. This is



area needs attention. The medians outside the walls aren't included. The above questions were regarding the LMDs. So, what are you discussing? Outside or Inside?

- I would like to have the city improve their landscaping for the areas maintained by the city especially Pleasant Valley blvd between Butler Rd. End of our development.
- How are our current funds budgeted and accounted for and how is public benefit determined for waterways and main public streets - like Harbor Blvd.
- How can we be assured that the moneys we pay is used only for our neighborhood?

b. Service Levels

- How are vendors held accountable to perform the work they are paid for?
- How can we provide feedback on performance?
- Why are the city hired landscapers doing such a lousy job?
- What landscaping maintenance is annually performed in my district?
- Why has the maintenance been lacking for so long? The maintenance has been lacking for about 2 years now but I'm still paying - seems the monies I'm paying are not being directed to my district. Where are these funds being diverted and should we consider this misappropriation of funds since they are supposed to only be used for maintenance in our district?
- How does a community get a new landscaping company working on the grounds? The one provided is very poor.
- What level of landscaping services should we be receiving at this point? If it wasn't for the Dallas Cowboys coming into town, our neighborhood landscaping would not have been tended to. The shrubs, trees, etc. were overgrown.
- The area between Dallas Dr and Cota alongside of Channel Islands blvd. has not been maintained unless homeowner start complaining. Homeless encampments along major entrance to our city and weeds all along Channel Islands Blvd for example, go to Camarillo along Las Posas and it's maintained throughout the city. Consider outsourcing landscaping?
- Due to water issues that plague our state, why are not more water tolerant plants used around the city.
- How we can increase our maintenance to keep our landscape from dying?
- Service Level B in Wingfield 52 is not being carried out, particularly in landscaped traffic roundabouts. Dead trees and shrubs, weeds more than 2 feet tall.
- Why landscaping has not been maintained
- Why has the city let landscaping, grass, and trees die?
- When city put in the trees past the sidewalk and the roots of trees tore up my whole driveway, ruined all my water lines and yet city said do not touch their tree and they let the trees grow till you could not park your car who pays for that?
- More service re tree trimming, park clean up; weed pulling; fix sidewalks for safe walking; better service from landscaper; planting;
- Landscape maintenance in my Wingfield community - it looks bad in recent with overgrown weeds in turnabouts and along roads
- Who will take care of the landscaping and what happens when the landscaping isn't done?



- Why does the tree maintenance require an emergency as in a limb falling on the sidewalk or street before action is taken? Follow up to eliminate further limbs from falling is non-existent.
- Why do homeowners need to schedule tree trimming sessions for trees along the parkway that are the property of the city?
- Why do we have to call and complain about the deplorable condition of our neighborhood to get someone to come in and mow the lawn? This is not the neighborhood we were first attracted to. The bulk of the budget was clearly spent on sprucing up the River Ridge area in anticipation of the Cowboys.
- Why is our park so poorly maintained (dead trees, a play area that holds water during the rains and a grass area that isn't green but full of weeds)?
- When will the City trim the palm trees?
- When will the City make safe the many sidewalks that are cracked or raised (causing a trip hazard)?
- Our city park adjacent to the elementary school is in sad repair with dead trees and weeds. Some dead trees have been removed but stumps remain as well as more dead trees.
- Why are the Green Belts not maintained? Why are the trees on Willow Creek maintained? There is no service, but we pay taxes and receive nothing in return.
- Trees in Oxnard seem to be neglected. Lots of branches breaking off the coral trees, for example. When I take walks around the neighborhood there appears to be a lot of water leaks along the landscaped parkways which seem wasteful if not fixed. I've heard that some areas fell off the grid when the city requested landscaping bids, which is why some areas are not maintained well. Would like to know what is being done about it.
- I would like to know if you can water all the greenbelt around California Cove, because the greenbelt on Ventura Rd behind Yearling PL is very dry and yellow. Also South Bank Park it is getting yellow again. I don't care if we have to pay a little more, we like to see and enjoy our GREEN AREAS GREEN! THANK YOU.
- Are going to give more maintenance to south bank park? It is looking abandoned!
- In the area nearest the curb there is a tree that the city maintains. They never ask my permission to trim the tree. I think they should also remove the weeds and do at least a minimal amount of landscaping in that area. Right now the homeowners do what they can. However I live on social security and it is a hardship for me to do it. So the weeds remain and nothing is done. Since the City asserts ownership over this area by maintaining the trees, it should also do the landscaping. Even minimal like rocks and low maintenance improvements.
- Why has my neighborhood landscaping turned to weeds?
- What's the difference between my neighborhood and Del sol park? Del sol park has the sprinkler systems working every day at 6:30 am and is all green. And landscape in my area looks like some México areas, when I know we pay more in property taxes that Colonia neighborhood, even the city of Dinuba Ca with temperatures of 100 degrees, and is located 200 miles from the ocean is all green because the sprinkles really work or because simple



they care for 29,400 people the city have. I really appreciate if are leaders in my city take care the beautiful location of Oxnard. Thank you.

- Why the bushes and trees that border Cal Lighthouse along Ventura Road (7th -9th Streets) are not trimmed properly and often enough. Bushes should be trimmed low enough for police and public to see if there are any homeless and vagrants hiding behind them. The vegetation at the corners at 7th & 9th Streets provide ideal places to hide, sleep, and congregate for vagrants, homeless, and possible illegal activity. This situation has not improved in over 25 years.
- Landscape maintenance
- Perimeter Park is deteriorating rapidly. Options need to be outline quickly. What is the timing? Hundreds use this park every day
- Why aren't city owned trees, trimmed or removed if dead.
- Why isn't the agreed landscape maintenance not being performed on Vineyard/Patterson to Gonzales Rd
- When the city is going to replace the tree at the East side of Ruby Dr.? It was put on a list Long time ago. Thank you!
- The landscaping just outside my wall is over grown and allows for the homeless to sleep and smoke meth, loiter and liter just outside my yard causing rats and possum to come around. I have called about the issue and told there was nothing that could be done. Is there a better way to report and resolve these types of issues and get better feedback instead of a closed door?
- When is our development and all walkways along Gonzales Road leading to Oxnard Blvd. going to get some attention? What an embarrassment!!! Where are the monies, we all pay annually to take care of our development going? We'd like to know.
- Vineyard Ave. needs more maintenance between Oxnard Blvd and Ventura Rd.
- Would like to see more maintenance of the medium divider on North Ventura road: fake grass instead of mulch.
- Why is it that contractors do a better job than city workers? Is the city sending the funds wisely?
- Why don't the medians and the areas next to the sidewalks get maintenance on North Ventura Road from 5th street to Town Center Drive?
- The park (especially the playground) and the roundabouts in Wingfield needs refurbishment. Are there plans to make improvements?

c. Timing of Events

- How soon can we get started?
- When will Waterways Zone 1 be available?
- How and when the City waters the trees that were planted in front and the side if a corner lot residence's property? We paid for water usage of this purposes!
- Perimeter Park is deteriorating rapidly. Options need to be outline quickly. What is the timing? Hundreds use this park every day.
- When will my neighborhood be cleaned up?



- When will the city improve recreational/learning opportunities for children?

d. Historical

- Why was Pacific Cove upkeep done so well and kept nice for years then suddenly the sharp decline over the past 3 years or so?
- What's changed? The neighborhoods have all gone downhill. Weeds taller than myself.
- During the drought, the city reduced watering at Cabrillo park. This resulted in a significant number of trees dying. As of this date, the city has not replaced those trees. Will the city ever bring the park back to its original state?
- Why did you let our city get in its current status and where is the money?

e. Other

- Why does the city of Oxnard keep building when they cannot maintain what they already have? This city looks unkept and uncared for! It's embarrassing to call this home even though I was born and raised here. Poorly managed!
- On the streets leading to the elementary school, please consider adding speed bumps as those parents that run late in delivering their kids to school drive too fast.
- Why can't the City of Oxnard govern and contract companies that perform?
- Why were we forgotten for so long?
- Thank you for trying to help us.
- Why does the city of Oxnard keep building when they cannot maintain what they already have? This city looks un-kept and uncared for! It's embarrassing to call this home even though I was born and raised here. Poorly managed! Why our city looks so uncared for, it's horrible.
- What should residents pay for public park maintenance. Is it true for other public parks in Oxnard?
- Maintenance of landscaping across city - Why some areas well maintained and others not. Trash along roadways etc. Homeless encampments and trash they build up in neighborhood parks.
- What is being done about trash pickup, watering and maintaining the green zones? Looking bad at times.
- How come the entire city of OXNARD has gone downhill!
- Can we have a meeting at the park or a big poster to remind others to take the survey? Or can we get flyers to go door by door and remind our neighbors to do the survey? Some neighbors do not have computer or phone access. Just a thought. Several neighbors and I are willing to help out.
- How do get rid of landscape districts and let the home owners associations take over
- General cleaning of streets and area around them: Oxnard blvd from pleasant valley to Rose Ave and from Pleasant valley to Rose Ave. It appears that this area has not been maintained for years! Also, homeless people camp out in this area adding to the poor conditions leaving behind so much trash.



- Living in this area for 14 years and not once have I seen a street cleaning vehicle or road crew cleaning up around Pacific Pointe and Butler road!!!
- Why is such a low priority given to landscape maintenance?
- How to combat the trash problem, weeds are out of control, street racing + loud exhaust noises, fireworks and 'bomb' noises.
- What are the boundaries of my LMD #50?
- When I have a concern about my LMD landscaping who do I address it to?
- Why are my LMD tax assessments different each year?
- Can Harbour Island take over the Linear Park with a lease option?

3.4 Prioritization Based on Representation, Interests, Engagement and Location

The City desires to implement an ongoing collaborative process leading to the implementation of viable and sustainable solutions based on the interests and representation identified through the assessment and survey. As identified, interests and levels of participation by neighborhood vary; thus, it becomes necessary to prioritize and customize the collaborative effort for each neighborhood. Each neighborhood will move along the spectrum of collaborative governance as its own pace and based on its own needs. Below is our initial proposal for Phase 1 neighborhoods grouped with other neighborhoods to maximize consolidation of efforts and economies of scale while considering representation, interests, direct engagement and geographical location.

Group 1 (Phase 1) Neighborhoods (Could Batch Groups 1, 2 and 3)

- California Cove LMD 14
- Greystone LMD 23
- Le Village LMD 13
- St. Tropez LMD 11
- Vineyards LMD 24

Group 2 (Phase 1) Neighborhoods (Could Batch Groups 1, 2, and 3)

- Country Club Estates LMD 10
- River Ridge LMD 3
- Standard Pacific LMD 12
- Victoria Estates LMD 48 (Dissolved)
- Meadowcrest Villas LMD 54

Group 3 (Phase 1) Neighborhoods

- Pacific Cove LMD 41
- Non-LMD Community Next to Pacific Cove (same median and perimeter)
- Pacific Pointe (Pleasant Valley Senior Housing) LMD 50

Group 4 (Phase 1) Neighborhoods (Could Batch Groups 4 and 5)

- California Lighthouse LMD 16



- Pacific Breeze LMD 37
- The Pointe LMD 25
- Wingfield LMD 52
- Wingfield West LMD 55 (not included in the survey)

Group 5 (Phase 1) Neighborhoods (Could Batch Groups 4 and 5)

- Harbour Island Waterways Zone 2 (pending funding)



4. PARTICIPATION

Stakeholders that are impacted directly or indirectly must be part of the process as Participants. Participants may include City staff, City Council members, residents, property owners (when as landlords), community groups (such as homeowners associations or others), consultants for technical support, and any other affected parties. Participants make up the neighborhood Committees.

4.1 Neighborhood Committees

Each neighborhood will have a Committee with the following Participants:

1. Residents and property owners of specific neighborhood.
2. Homeowners Association of specific neighborhood, if applicable.
3. City Special Districts Division as the Sponsor.
 - a. Jeri Cooper, Project Manager.
4. City Manager's Office.
 - a. Luly Lopez, Assistant to City Manager.
5. City Council member for the applicable electoral district as Convener, if available.
6. City Attorney's Office, as needed.
7. CivicMic as Facilitator.
 - a. Pablo Perez
 - b. Danielle Wood
8. Consultants for technical support, as needed.
 - a. NBS

4.2 Decision-Making

The Committee will operate by consensus. There must be no dissent by any member for the Committee to be considered as having achieved consensus; thus, no member can be outvoted. Members should not block or withhold consensus unless they have serious reservations about the solution that is proposed for consensus. Absence will be equivalent to not dissenting. All consensus agreements reached during meetings are assumed to be tentative until members of the Committee agree to make them final agreements.

4.3 City's Commitment

The City is committed to the collaborative efforts of each Committee. The City seeks consensus recommendations from Participants and will share responsibility in decision-making and implementation. The City will accept the final agreements made in the collaborative processes and is committed along with the Participants to implementation for the fulfillment of the Mission Statement.



The City agrees to the following special responsibilities during the collaborative efforts:

1. The City will set a tone of collaboration by modeling good listening skills, being willing to collaborate, and acting in good faith.
2. The City will provide the Committee with information as needed.
3. The City will work with the Committee to find mutually acceptable solutions.
4. The City will keep the Committee informed about the City's interests and views.
5. The City will keep its leadership updated on progress made by the Committee, including discussing any tentative agreements to bring suggested changes back to the Committee.
6. The City will work to implement the needed actions from the final agreement, monitor results and adapt for desired results.

4.4 Convener's Commitment

The Convener, if applicable, is committed to the collaborative efforts of each Committee. The Convener agrees to the following special responsibilities during the collaborative efforts:

1. The Convener is committed to getting people involved in finding effective solutions together.
2. The Convener will be impartial and will not seek to impose his/her own solutions.
3. The Convener will aid the Facilitator in having Participants talk to each other.
4. The Convener will listen and ask questions to help Participants make progress and continue to work together.
5. The Convener will demonstrate ongoing commitment to the collaborative process.

4.5 CivicMic's Commitment

CivicMic as the Facilitator is committed to the collaborative efforts of each Committee. CivicMic agrees to the following special responsibilities during the collaborative efforts:

1. CivicMic will conduct assessments, surveys, and gather information.
2. CivicMic will foster a climate for collaboration gathering and preparing parties to participate.
3. CivicMic will manage logistics.
4. CivicMic will design, organize and facilitate meetings and the process.
5. CivicMic will prepare an Agenda and take notes for each meeting.
6. CivicMic will run the meetings and flow of information.
7. Upon conclusion of the process, CivicMic will stay on to coordinate implementation and ongoing management to ensure sustainable long-term solutions.



4.6 Agreement

1. The goal of each Committee is to develop an agreement of actionable items that reflect a final consensus by the Committee and that if successfully implemented, is expected to fulfill the Mission Statement.
2. If the Committee reaches a final consensus on all issues, but specific, actionable items are dependent on or subject to approval by the registered voters and/or property owners, then the Committee shall collect and provide the City with signed petitions (by registered voters and/or property owners as applicable) supporting the specific, actionable items before the City initiates the formal proceedings for consideration by the registered voters and/or property owners. The City will not be able to implement these specific, actionable items without lawful approval.
3. If the Committee reaches a final consensus on all issues, but specific, actionable items are subject to approval by City Council and/or other administrative/legal entity, then the Committee shall be instrumental in supporting the effort to obtain such approval before the specific actionable items can be implemented. The City will not be able to implement these specific, actionable items without proper approval.
4. Unless otherwise agreed upon at the close of the meetings, Committee members will refrain from commenting negatively on the consensus-based language and the collaborative process.
5. The City will not alter the consensus language of the agreement unless such substantive changes are required by law or for special administrative reasons. If the City makes such changes, the City will identify the changes made subsequent to consensus and allow the Committee to comment positively or negatively on those changes.

4.7 Committee Meetings

1. The Committee meetings will be guided by the principles of collaborative governance:
 - a. Transparency and accountability. Discussions should take place in public view. When agreements are reached, mechanisms must exist to ensure that parties follow through on their commitments.
 - b. Equity and inclusiveness. Diverse interests and all who are needed to work on the issue must be present or represented.
 - c. Effectiveness and efficiency. Good processes must be designed to produce outcomes that make practical sense.
 - d. Responsiveness. Public concerns need to be authentically addressed.
 - e. Forum neutrality. The process should be conducted impartially, in an atmosphere in which participants share responsibility for setting ground rules and generating outcomes.
 - f. Consensus-based decision-making. Consensus is the desired way of making decisions in collaborative processes. A consensus agreement is usually a package of small agreements. Participants probably have varying levels of enthusiasm and support for each component, but they can accept the overall package as a course of action.



2. Meetings will be announced through the CivicMic website and direct email prior to the meeting, to the extent that time permits, and will be open to the public. Members of the public (not in the Committee) will be permitted to file written comments on Committee proceedings. Brief opportunities for oral public comments will be provided at each meeting. The time and manner of such comments shall be as determined by CivicMic.
3. Summaries of Committee meetings will be provided by CivicMic and, after review and approval by the Committee, will be made available through the CivicMic website.
4. Meetings for the purposes of consultation may be requested of CivicMic at any time by any member of the Committee.
5. CivicMic will be responsible for developing an agenda for all meetings of the Committee. This agenda will be developed in consultation with members of the Committee.

4.8 Guidelines for Participation

1. Participation must be voluntary.
2. Participants must share responsibility for both process and outcome.
3. Only one participant speaks at a time.
4. Participants must express their own views not of others.
5. Participants must listen carefully and be open-minded.
6. Participants must not make personal attacks.
7. Participants must stay on track (no grandstanding).



5. WORK PLAN

An initial work plan and approach has been developed based on feedback received through the assessment and survey to get the collaborative process started. However, a real work plan, approach and timeline will be created for each neighborhood based on discussions and agreements made at the on-site Committee meetings.

5.1 Initial Timeline and Approach

Below is the initial timeline and approach outlining the stages of the process and subject to change.

Date	Activity	Anticipated Outcome
July to August 2019	Research state of public improvements and feedback received by the City, determine candidate neighborhoods, perform assessment, release survey, make initial contact with residents and property owners, gather data, and start creating and releasing information through the CivicMic website.	Start engaging Participants and build a contacts list for ongoing communications throughout the process.
September to October 2019	Continue survey, research questions from responses to the survey, post answers through the CivicMic website and share directly via email and create this report.	Continue to engage Participants and gather information to prioritize and plan efforts, including the scheduling of on-site Committee meetings.
October 2019 to May 2020	Efforts placed on hold pending approval of third amendment to NBS contract.	None.
June to August 2020	Project kick-off meeting, approach design and preparation	CivicMic and City to agree on approach and prepare to commence community meetings.
August to November 2020	Initial round of Committee meetings (organizational meeting) for phase 1 neighborhoods to review mission statement, scope, ground rules, determine special considerations, and better define issues, interests, needs, approach, and timeline.	Updated mission statement, scope, ground rules, work plan and timeline for each neighborhood.
December 2020	Research and gather information to provide answers and address needs for the next round of Committee meetings.	Preparation for next round of Committee meetings.



January to February 2020	Second round of Committee meetings for phase 1 neighborhoods to review answers, identify further questions, discuss various scenarios, and possibly reach agreement on an initial list of solutions.	Depending on outcomes: Draft Agreement for review and approval; research needed for additional meetings; or re-prioritize neighborhoods.
--------------------------	--	--

5.2 Special Considerations

The initial round of Committee meetings may yield procedural matters that require special consideration. Below is a sample list of procedures that may need special consideration.

1. What information do Participants need before the process can begin in earnest?
2. What procedures are necessary to ensure CivicMic functions as the clearinghouse for all the information?
3. Will some Participants need more help understanding information than others?
4. How will confidential information, if any, be protected?
5. What information is missing? Can the process continue without it?
6. How will information be communicated to people not at the table?
7. Are there any special considerations as to date, time, and location of Committee meetings? For example
 - a. Is the location comfortable (good seats and proper lighting)?
 - b. Are there wall spaces for notes and flip charts?
 - c. Is the location accessible?
 - d. Is it easy to reach via public transit?
 - e. Is there a need for an interpreter or material in other languages?

5.3 Conducting Meetings

1. Discussions will focus on interests not on positions.
2. Discussing interests, concerns and needs will be encouraged.
3. Issues will be addressed for joint problem solving as “how can we.”
4. Brainstorming will occur in a large group setting to accommodate all interests.
5. Discussing options for mutual gain and insisting on objective criteria for choosing among the options will be encouraged.
6. Fact finding teams may be created to research and reach agreement on a specific issue and ideas.
7. Small groups may develop proposals to share.
8. The Committee will seek assistance from technical experts when needed.



9. Ideas will be evaluated by the City to make sure they are viable and can be implemented. The City shall evaluate ideas in a timely manner.
10. A set of criteria, approved by the Committee, will be used to evaluate options before they become part of a draft agreement.
11. The draft agreement will be updated as needed and tested for consensus.
 - a. Wholeheartedly agree with it.
 - b. Support it.
 - c. Live with it.
 - d. Have reservations.
 - e. Serious concerns.
 - f. Reject it.
12. A final agreement will be developed to be signed by all Committee members.
13. The final agreement will include agreed upon solutions, a timeline, an implementation action plan, how resources will be allocated, contingencies, oversight responsibilities, and provisions, for an advisory committee and ongoing adaptive management of the plan.

5.4 Citizens' Advisory Committee and Adaptive Management Plan

The final agreement will propose the creation of a citizens' advisory committee and an adaptive management plan to ensure agreed-upon solutions are implemented, monitored, and adjusted to ensure desired outcomes. The advisory committee meetings and adaptive management plan cycle will continue as needed to ensure the viability and sustainability of the agreement and the public improvements. The cycle repeats annually resulting in updates to the implementation action plan, budgets, and funding solutions, as needed. The adaptive management plan will include the following:

1. Problem assessment.
2. Final agreement resulting from the Committee meetings.
3. Forecasted results based on agreement's implementation action plan.
4. Monitoring program.
5. Evaluation of monitoring results vs. forecasted outcomes.
6. Adjustments.
7. Re-implementation for next cycle.



6. IMPLEMENTATION ACTION PLAN (IAP)

The following action plan provides a breakdown of deliverables and anticipated due dates. Each deliverable is categorized by the type of public engagement concept.

Recommendation	Steps	Estimated Timeline	Lead Staff	Project Status
Inform Community about Assessment Districts, funding options and the public engagement process	<u>General/Educational/Foundation for Program (All Districts)</u>			
	Review state of public improvements, previous findings reports, and feedback received by the City, determine candidate neighborhoods	5/2019	NBS	Complete
	Create the Civicmic.com webpage for each engaged community.	6/2019	NBS	Complete
	Create Facebook, Instagram and Twitter pages for the City's Maintenance Assessment Districts.	6/2019	NBS	Complete
	Share background information on Landscape Maintenance Districts including the formation process, service level details and the 2019 budget information to webpages and social media sites.	6/2019	NBS	Complete
	Create a link on the City's webpage dedicated to public engagement for the City's Maintenance Assessment Districts.	7/2019	NBS	Complete
	Create and mail 1st postcard announcing the 1st survey to focused communities.	9/2019	NBS	Complete
	Develop a preliminary timeline for community outreach efforts and share it to webpages and social media sites.	9/2019	NBS	Complete
	Share and answer questions from survey responses on webpages and social media sites.	10/2019	NBS/City	Complete
	Share Special District Division staffing updates on webpages and social media sites.	10/2019	NBS	Complete
	Share maintenance calendar, CFD formation steps, updates regarding COVID-19 on webpages and social media sites.	3/2020	NBS	Complete
	Create and mail 3rd mailing announcing the Introduction to ReNew Oxnard Program (1st Community Meeting)	9/2020	NBS	



	Host the Introduction to ReNew Oxnard Program (1st Community Meeting)	10/2020	NBS/City Staff	
	Share recorded meeting to webpages and social media sites.	10/2020	NBS	
	<u>District Specific Outreach (Individual Districts)</u>			
	Create a CivicMic.com page for each neighborhood.	7/2020	NBS	Complete
	Share 2020 budget information for each engaged landscape maintenance district.	7/2020	NBS	Complete
	Design and prepare a public informational mailer to educate property owners about the ReNew Oxnard Program and encourage participation in upcoming meetings.	8/2020	NBS	Complete
	Create and mail 4th mailing announcing the second survey. This survey will be community-specific and include an assessment of residents discussed in Section 3.2.	11/2020	NBS	
	Share and answer questions from community-specific survey responses on webpages and social media sites.	11/2020	NBS	
	Create and mail 5th mailing announcing community-specific meeting (2nd Meeting).	12/2020	NBS	
	Share recorded community-specific meeting to webpages and social media sites.	1/2021	NBS	
	Share answers to questions from community-specific meetings to webpages and social media sites. Content should focus on improved or changed landscaping, levels of maintenance, or funding options.	1/2021	NBS	
	Share next steps including more engagement efforts and or implementation efforts to webpages and social media sites.	3/2021	NBS	

Recommendation	Steps	Estimated Timeline	Lead Staff	Project Status
Consult community to understand priorities and concerns for each community	Create 1st survey to focused communities to determine general priorities for improvements and common concerns.	9/2019	NBS	Complete
	Communicate with residents about the ReNew Oxnard program via	9/2020	NBS	



	phone, social media, Civicmic.com and email.			
	Create community-specific surveys (2nd survey) to get an assessment of residents discussed in section 3.2 and to get detailed feedback on improvements and common concerns.	10/2020	NBS	
	Host a polling event at the community-specific meeting to determine if concerns from the surveys have been prioritized correctly.	1/2021	NBS	

Recommendation	Steps	Estimated Timeline	Lead Staff	Project Status
Engage community members to develop solutions for improved maintenance	Communicate with residents about the Introduction Meeting via phone, social media, Civicmic.com and email after the Introduction meeting.	10/2020	NBS	
	Host community-specific meeting (2nd Community Meeting) to discuss priorities of the community.	1/2021	NBS/City Staff	

Recommendation	Steps	Estimated Timeline	Lead Staff	Project Status
Collaborate with community members to maintain effective programs	Request input on the implementation plan created from prior engagement activities.	2/2021	NBS	
	Creation of advisory committee to assist with additional engagement efforts and implementation of agreed upon solutions.	3/2021	NBS	

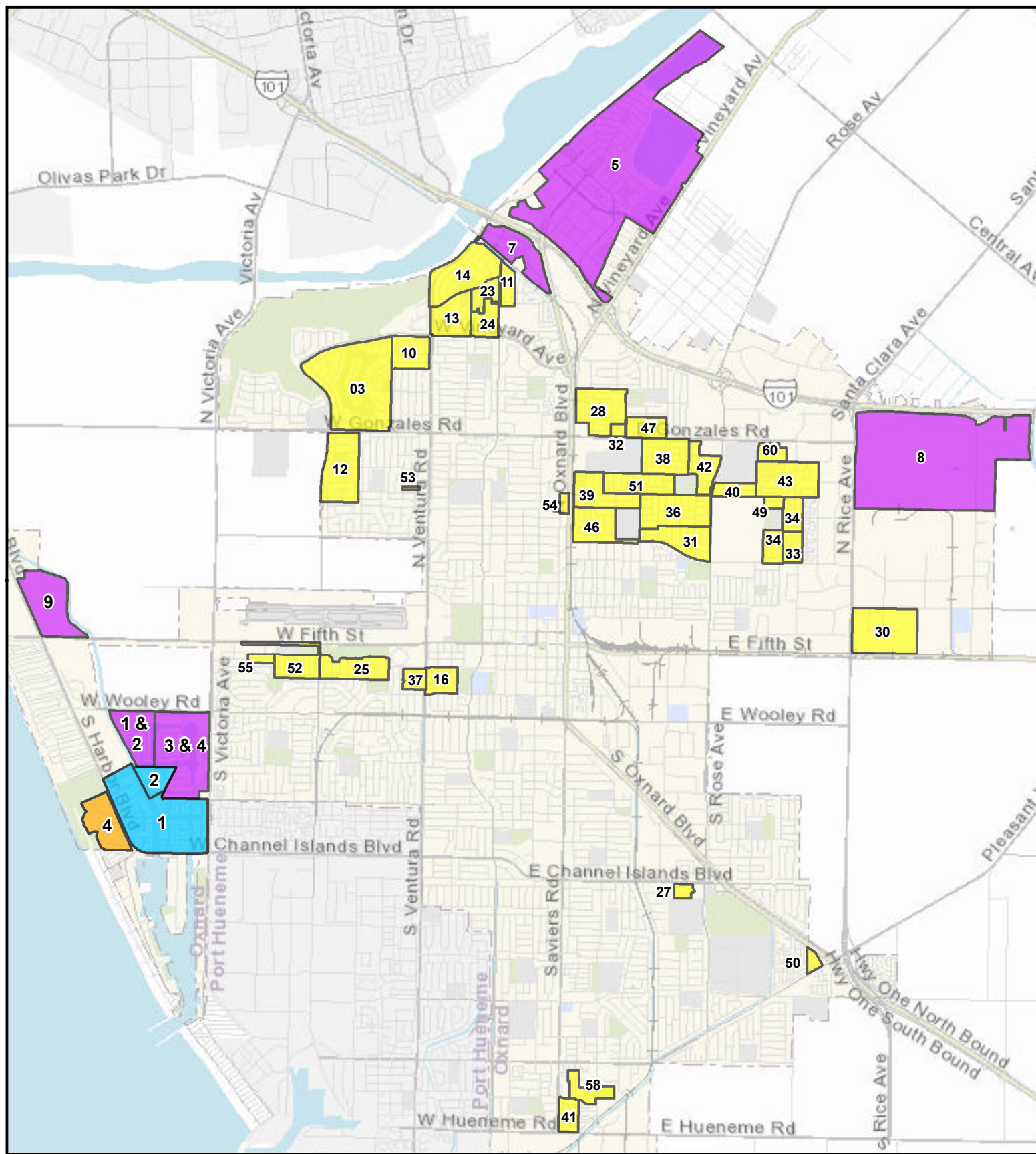
Recommendation	Steps	Estimated Timeline	Lead Staff	Project Status
Update staff, council members and advisory/steering committee	Analyze survey results, available funding and need for change to service levels or improvements to determine communities in need of expanded public engagement efforts.	10/2019	NBS	Complete
	Create a detailed Collaborative Governance Guide that outlines feasibility assessment, survey findings, standards for participation, and work plan.	10/2019	NBS	Complete
	Update Collaborative Governance Guide to include Implementation Action Plan.	9/2020	NBS	Complete



	Present Collaborative Governance Guide to City Council along with the Implementation Action Plan.	9/2020	City Staff	
	Host dry run Introduction to ReNew Oxnard Program (1st Community Meeting)	10/2020	City/NBS	
	Host dry run community-specific meeting (2nd Community Meeting)	1/2021	City/NBS	
	Document recommendations for next steps to review with City staff that will allow for the creation of an implementation plan.	2/2021	NBS	
	Update City Council with progress to date and outline next steps in the engagement efforts or implementation plan.	3/2021	NBS/City Staff	



CITY OF OXNARD ASSESSMENT DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

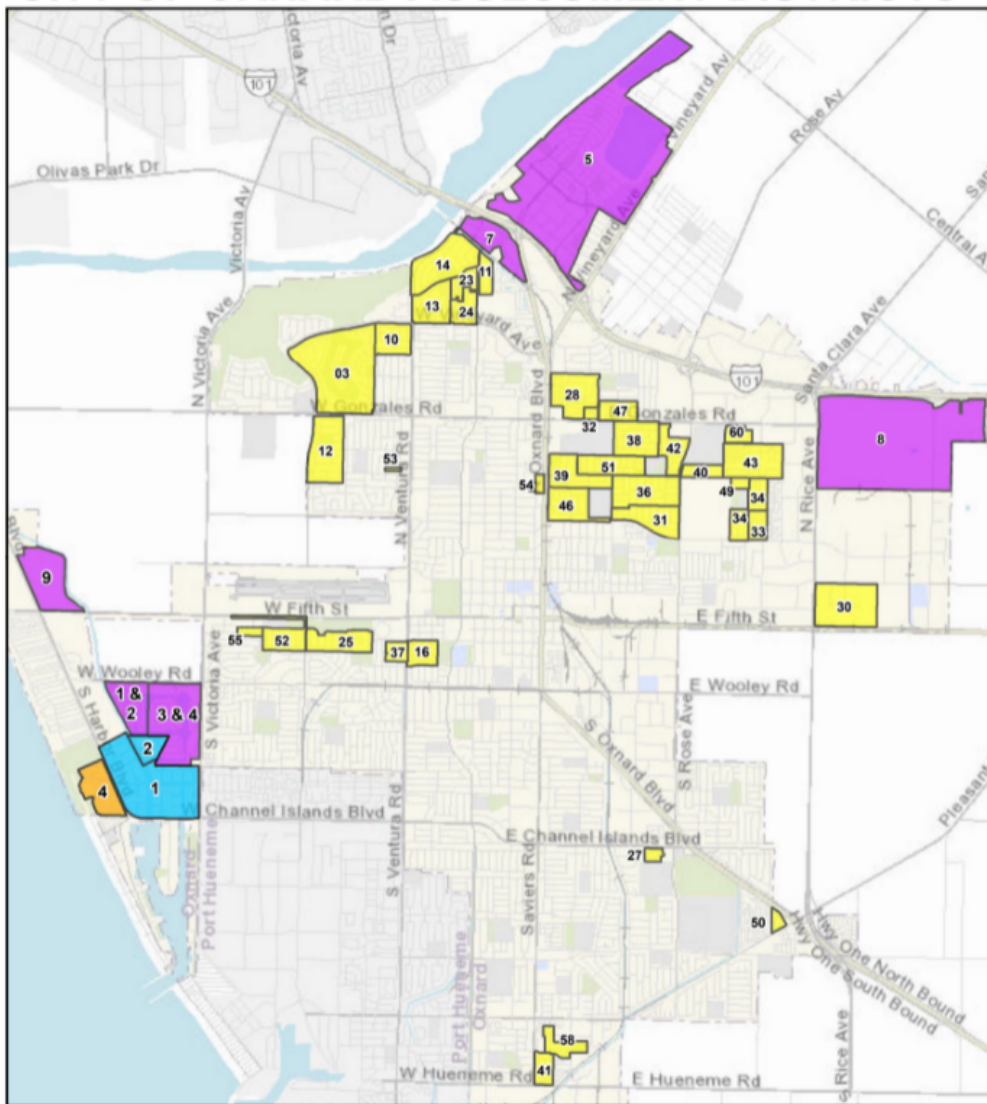
APPROVAL OF FIFTH AMENDMENT TO AGREEMENT A-7950 WITH NBS GOVERNMENT FINANCE GROUP FOR ASSESSMENT DISTRICT CONSULTING SERVICES

Public Works and Transportation Committee
February 22, 2022

Eric L. Storrie
Special Districts Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement A-7950 with NBS Government Finance Group (NBS) in the amount of \$380,200 and a total not-to-exceed amount of \$1,503,965 and extending the term to June 30, 2023 with the option of two additional one-year extensions for ongoing administrative services, community outreach for Landscape Maintenance Districts (LMDs), on-call formation services of Community Facilities Districts (CFDs).

CITY OF OXNARD ASSESSMENT DISTRICTS



More information can be found at:

oxnard.org/city-department/finance/special-assessment-districts/

- | | |
|--|---|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

- NBS specializes in California special financing district administration services such as database development, budget preparation, assessment computation, analysis, & engineer reports
- In February 2017, the City & NBS entered into Agreement No. A-7950 for consulting services & has since been amended 4 times:

Date	Type	Not-to-Exceed Amount	Expiration
February 7, 2017	Agreement	\$166,700	June 30, 2018
May 22, 2018	1st Amendment	\$501,115	May 31, 2021
January 3, 2019	2nd Amendment	N/A	N/A
June 2, 2020	3rd Amendment	\$1,010,765	June 30, 2022
February 2, 2021	4th Amendment	\$1,123,765	June 30, 2022
March 15, 2022	5th Amendment	\$1,503,965	June 30, 2023

- In Summer 2019, NBS began community outreach efforts to underfunded and utility-capped LMDs
- Online surveys and phone calls to HOAs and residents led to the development of the Collaborative Governance Guide for Special Districts
- The goals of this Guide are to inform, consult, educate, and collaborate with stakeholders on what services are desired and improved ways to reach collaborative governance. Reformation as a CFD is just one of many options for the residents to consider.
- Nine (9) of the 27 LMDs were engaged

- Fifth Amendment for additional \$380,200 to the NBS agreement includes:
 - Focused Community Outreach - alternatives to LMDs
 - CFD Formation – community outreach and bonding services
 - Services for continuing and on-call budget development support
 - Extends term through June 30, 2023, with two (2) one-year extensions

- The Fifth Amendment is \$380,200 in FY 2022-23, with a not to exceed amount of \$1,503,965.
- The one-year extensions (FY 2023-24 and FY 2024-25) are \$313,212 and \$187,156 respectively.
- Future funding will be requested during the annual budgeting process



QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: February 22, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement A-8431 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the:

1. Mayor to execute Agreement A-8431 with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount over the entire possible contract term of \$735,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and
2. Purchasing Agent to execute amendments to extend the term of Agreement A-8431 up to a total maximum term of three (3) years.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/2qNSCJWdab8>

BACKGROUND

Currently, there are seven utility facilities, at a total of 66,600 square feet, that are not serviced by the City's custodial staff and have been contracted out over the past 18 years to several companies following competitive solicitations. Typically, the City enters into custodial agreements for 2-3 years at a time to ensure the most competitive rates for the size of the agency.

Due to staffing levels, the City has been outsourcing custodial services for these facilities which delivers a full complement of services, including rubbish disposal, anti-bacterial agents, vacuuming, drain clearing, floor waxing, dusting, window cleaning, polishing and thorough break and restroom sanitation. In addition, the vendor provides all cleaning supplies and provisions.

DISCUSSION

On October 5, 2021, the City issued a formal Request for Proposal (RFP) PW 22-40 for custodial cleaning services at the following utility facilities: Water Campus, Blending Stations 3, 4, and 5, Oxnard Wastewater Treatment Plant (OWTP), Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling

and Transfer Station (Del Norte). A mandatory walk-through of all facilities was conducted on October 20, 2021 and the RFP closed on November 4, 2021. The City received seven proposals and all were reviewed by four staff members consisting of the Material Recovery Facility Manager, Water Operations Manager, AWP Operations Manager and Management Analyst.

Executive Facilities Services, Inc. was selected through the awarding process, pursuant to the process outlined in the Oxnard Municipal Code. Executive Facilities Services, Inc. was selected based upon meeting lowest bid criteria and supporting documentation supporting the required service levels. The RFP includes the site-specific custodial service requirements to ensure each individual location has the required level of service. Staff has confirmed that Executive Facilities Services, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

This agenda item 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 cost for this agreement with Executive Facilities Services, Inc. shall not exceed \$735,000 through April 15, 2025, if extended. Services are provided to the Water, Wastewater, and Environmental Resources utility divisions and will commence April 16, 2022. Sufficient funds are available in each respective operating budget for Fiscal Year 2021/22. Funding for future years will be included in the proposed operating budgets for City Council's consideration.

No General Fund money will be used for this Agreement. The following table shows the estimated spending plan for each utility division. There is an estimated 5% inflation increase factored starting in FY 2023-24. "As-needed" costs are estimated within the Agreement to address additional one-time services that may be requested.

Fund	Account	FY 21-22 3.5 months	FY 22-23 12 months	FY 23-24 12 months	FY 24-25 8.5 months	TOTAL
Water	601-6010-842-8209	\$21,000	\$70,000	\$73,500	\$52,000	\$216,500
Wastewater	621-6205-842-8209	\$19,000	\$65,000	\$68,500	\$48,500	\$201,000
AWPF	601-6012-842-8209	\$12,000	\$40,000	\$42,000	\$30,000	\$124,000
Del Norte	631-6301-842-8209	\$12,000	\$40,000	\$42,000	\$30,000	\$124,000
As-Needed	Various	\$7,000	\$22,500	\$23,000	\$17,000	\$69,500
Total		\$71,000	\$237,500	\$249,000	\$177,500	\$735,000

Prepared by: Omar Castro, Water Division Manager, Jan Hauser, Wastewater Division Manager, Todd Vasquez-Housley, Environmental Resources Division Manager

ATTACHMENTS

1. Executive Facilities - A-8431
2. Presentation

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: April 16, 2022
- (2) Vendor: Executive Facilities Services, Inc.
- (3) Services: Custodial services for various City locations
- (4) Schedule of Services: Services to be completed through April 15, 2025 if extended
- (5) Agreement Ending Date: April 15, 2023 subject to renewal for up to two (2) consecutive one (1) year terms upon the written agreement of both parties for a maximum total contract term of three (3) years
- (6) Total Agreement Amount: Not to Exceed \$735,000
- (7) City's Project Manager: Brian Yanez, Assistant Public Works Director
- (8) Vendor's Project Manager: RJ Storm-Larsen, Director of Business Development
- (9) Insurance Coverage: INS-B
- (10) What wages are required for this Project?
 - ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
 - ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
 - ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
 - ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:

<i>FOR VENDOR:</i> PO Box 1700 Riverside, CA 92504 Attn: RJ Storm-Larsen, Director of Business Development	<i>FOR CITY:</i> 305 West Third Street, East Wing, Third Floor Oxnard, CA 93030 Attn: Brian Yanez, Assistant Public Works Director
--	---
- (12) Contact Emails:

<i>VENDOR'S PROJECT MANAGER:</i> Rjstorm-larsen@execservices.biz	<i>CITY'S PROJECT MANAGER:</i> brian.yanez@oxnard.org
--	--

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

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

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

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

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

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.
40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

EXECUTIVE FACILITIES SERVICES, INC.

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

Christian Ferraro, CFO ² Date

Debra Ferraro, Board 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 any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

This proposed Scope of Work describes the services to be performed by successful vendor for the City of Oxnard Public Works Departments.

There are seven (7) Public Works Department locations located at:

- Water Campus, 251 South Hayes Avenue, Oxnard, CA 93030
- Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA 93033
- Advanced Water Purification Facility, 5700 Perkins Road, Oxnard, CA 93033
- Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036
- Blending Station No. 4, 3637 North Rose Avenue, Oxnard, CA 93036
- Blending Station No. 5, 908 East Pleasant Valley Road, Oxnard, CA 93033
- Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard, Oxnard, CA 93030

WASTEWATER TREATMENT PLANT

6001 Perkins Road

Oxnard, CA 93033

Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Wastewater Treatment Plant:

1. Administration Building (7,090 sq. ft.).
2. Collection Systems Maintenance Building (2,400 sq. ft.).
3. Maintenance Shop Building (2,165 sq. ft.).
4. Solids Processing Building (1,985 sq. ft.).
5. North Area Electrical Building (1,190 sq. ft.).
6. Plant Control Center (3,275 sq. ft.).
7. Digester Control Building (750 sq. ft.).
8. Carpeted Exercise Room (570 sq. ft.).
9. Headworks Facility (800 sq. ft.).

This includes all reception areas, restrooms, kitchenettes, and offices at all locations, as applicable.

Daily Services

1. Empty all waste baskets and replace liners, as necessary.
2. Empty all paper recycling bins.
3. Vacuum all carpeted areas.
4. Spot clean floors and carpets, as needed.
5. Empty all sand urns.
6. Clean and sanitize all restrooms and replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure product is installed correctly in the dispensing unit.
7. Clean counters, table tops and sinks in conference rooms and kitchenettes (replace/refill paper products as needed)
8. Secure all windows and doors prior to leaving.
9. Turn off lights.

Weekly Services

1. Clean hard surface floors.
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets; windowsills, door jams, book shelves, etc.
3. Dust and wax all conference tabletops.
4. Clean all furniture as needed.
5. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).

Semi Annual Services

1. Wax/Polish floors.
2. Carpet deep clean.

**ADVANCED WATER PURIFICATION FACILITY
5700 Perkins Road
Oxnard, CA 93033**

Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Advanced Water Purification Facility (AWPF):

1. Administration Building including restrooms (10,848 sq. ft.).
 - a. 1st Floor (6,135 sq. ft.).
 - b. 2nd Floor (4,713 sq. ft.).
2. Conference Center, including restrooms and catering area (2,552 sq. ft.).
3. Downstairs Catering Area, Toilet and Shower (1,027 sq. ft.).

Daily Services

1. Wipe out inside of trash containers, empty and replace all container liners as necessary.
2. Empty all paper recycling bins.
3. Spot clean floors and carpets, as needed.
4. Clean and polish water fountains and sinks.
5. Clean and sanitize all restrooms and replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure product is installed correctly in the dispensing unit.
6. Clean counters, table tops and sinks in conference rooms and kitchenettes.
7. Wipe down chairs in conference room and kitchenettes, as necessary.
8. Clean and polish all chrome fixtures and mirrors.
9. Secure all windows and doors prior to leaving.
10. Clean entry glass doors, both sides, and any windows on inside conference room, offices and doors.

Twice-Weekly Services

1. Vacuum all carpeted areas.
2. Empty all sand urns.

Weekly Services

1. Clean hard surface floors.
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets, windowsills, door jams, book shelves, etc.
3. Dust and wax all conference tabletops.
4. Clean all furniture as needed.
5. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).

Semi Annual Services

1. Wax/Polish floors.
2. Carpet deep clean.

WATER DIVISION ADMINISTRATION

**251 South Hayes Avenue
Oxnard, CA 93030**

The vendor shall provide services on a daily basis, beginning at 6:00 a.m. and completing before 5:00 p.m. on Mondays through Thursdays and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Water Division Facilities:

Water Campus Administration, 251 South Hayes Avenue, Oxnard, CA 93030

1. Multi-Purpose Training Facility (1,200 sq. ft.).
2. Two-Story Desalter Building (1,790 sq. ft.).
3. Administration Building (10,400 sq. ft.).
4. Distribution area, Distribution Meter Shop (700 sq. ft.).
5. South Administration Building (1,750 sq. ft.).
6. Dispatch Building (1,800 sq. ft.).

Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036 (1,260 sq. ft.)

1. Laboratory (170 sq. ft.) with cork flooring and stainless steel sink.
2. Control Room (190 sq. ft.) with cork flooring and formica counters.
3. Bathroom (56 sq. ft.) with tile floor, one (1) toilet, tile/drywall walls.
4. Storage Room/Shower (84 sq. ft.) with tile floor.
5. Meeting/Break Room (368 sq. ft.) with cork flooring and formica counters.
6. Hallway (315 sq. ft.).

Blending Station No. 4, 3637 North Rose Avenue, Oxnard, CA 93036 (200 sq. ft.)

1. Bathroom (70 sq. ft.) with tile floor, one (1) toilet, tile/rough plaster walls.
2. Office (120 sq. ft.) with linoleum square tile floor and cinder block walls.

Blending Station No. 5, 908 East Pleasant Valley Road, Oxnard, CA 93033 (160 sq. ft.)

1. Bathroom (48 sq. ft.) with concrete floor, one (1) toilet, tile/drywall walls and storage cabinet.
2. Main Room (84 sq. ft.) with concrete floor, stainless countertops, stainless steel sink, cinder block walls.

This includes all reception areas, restrooms, kitchenettes, and offices at all locations, as applicable.

Hand sanitizer dispensers to be provided by Vendor at the following areas:

1. Water Campus distribution administration building one (1) restroom.
2. Water Campus distribution wellness center one (1) restroom.
3. Blending Station Four (4) one (1) restroom.

Daily Services – Water Campus

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes, and conference rooms. Dispose in correct outside building containers.
2. Wipe out inside of trash containers and replace all container liners as necessary.
3. Vacuum all carpets.
4. Clean and polish water fountains and sinks.

5. Clean counters, table tops and sinks in conference rooms and kitchenettes.
6. Wipe down chairs in conference room and kitchenettes, as necessary.
7. Restrooms:
 - a. Clean and disinfect all restrooms, including spot cleaning tiled walls around washbasins, toilets and showers.
 - b. Disinfect all commodes and sinks, including undersides and tops of toilet seats.
 - c. Mop tile floors with disinfectant/germicidal solution.
 - d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder). Make sure they are not installed upside down.
8. Clean and polish all chrome fixtures and mirrors.
9. Use stainless steel cleaner on all metal surfaces.
10. Mop/dust bare/concrete floors.
11. Dust all flat surfaces, using a non-feather duster, includes desk tops, file cabinets, tables, window sills and window ledges, door jams, and bookshelves.
12. Spot clean walls, light switches, doors, and door frames.
13. Spot clean carpets and upholstered office furniture.
14. Clean entry glass doors, both sides, and any windows on inside offices and doors.
15. Pour water down all drains for odor control (floor drains).
16. Remove hard water deposits on all sinks.
17. Replenish all hand sanitizer dispensers and batteries as necessary in the following restrooms:
 - a. Administration building upstairs two (2) restrooms.
 - b. Administration building downstairs two (w) restrooms.
 - c. Desalter building front lobby two (2) restrooms.
 - d. Desalter building upstairs two (2) restrooms.
 - e. Water training facility two (2) restrooms.
 - f. Meter Shop two (2) restrooms.

Twice-Weekly Services – Blending Station Nos. 3, 4 and 5

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes and conference rooms. Trash and recycled materials need to be disposed off-site.
2. Wipe out inside of trash containers and replace all container liners, as necessary.
3. Clean and polish sinks (important to remove residual buildup due to constant running water).
4. Clean counters, table tops and sinks in conference rooms and kitchenettes.
5. Wipe down chairs in conference room and kitchenettes, as necessary.
6. Restrooms:
 - a. Clean and disinfect all restrooms, including spot cleaning mirrors and tiled walls around wash basins, toilets and showers.
 - b. Disinfect all commodes and sinks, including undersides and tops of toilet seats.
 - c. Mop tile floors with disinfectant/germicidal solution.
 - d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure product is not installed incorrectly in dispensing unit.
7. Mop/dust bare/concrete floors.
8. Pour water down all floor drains for odor control.
9. Remove hard water deposits on all sinks.
10. Replenish all hand sanitizer dispensers and batteries as necessary at Blending Station Control Rooms three (3) and five (5).

Semi Annual Services

1. Wax/Polish floors.
2. Carpet deep clean.

DEL NORTE REGIONAL RECYCLING AND TRANSFER STATION
111 South Del Norte Boulevard
Oxnard, CA 93030

Vendor shall provide services on a daily basis, beginning at 5:00 p.m. (but no earlier than 6:00 p.m. for the Administration Building), Monday through Friday.

1. Administration Building (10,136sq. ft.).
 - a. 1st Floor, including Lobby, and Education Center (7,713 sq. ft.).
 - b. Elevator (63 sq. ft.).
 - c. 2nd Floor (2,360 sq. ft.).
2. North Side of Materials Recovery Facility (962 sq. ft.).
 - a. Restroom 1 (324 sq. ft.).
 - b. Restroom 2 (360 sq. ft.).
 - c. Locker Area (278 sq. ft.).
3. Dispatch Building (700 sq. ft.).
 - a. Common Area (500 sq. ft.).
 - b. Office 1 (75 sq. ft.).
 - c. Office 2 (75 sq. ft.).
 - d. Restroom (50 sq. ft.).
4. Buyback Office (190 sq. ft.).
5. Scale House (150 sq. ft.).
6. Materials Recovery Facility Breakroom (400 sq. ft.).
7. Maintenance Shop Building (150 sq. ft.).
 - a. Office (100 sq. ft.).
 - b. Restroom (50 sq. ft.).

Daily Services

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes, and conference rooms – dispose in correct outside building containers.
2. Wipe out inside of trash containers and replace all container liners as necessary.
3. Vacuum all carpets.
4. Clean, disinfect, and polish sinks.
5. Clean and disinfect counters, table tops, door handles and knobs, and sinks in conference rooms, breakrooms, and kitchenettes.
6. Wipe down chairs in conference room, breakrooms, and kitchenettes, as necessary.
7. Restrooms:
 - a. Clean and disinfect all restrooms, including spot cleaning tiled walls around washbasins, toilets and urinals.
 - b. Disinfect all door knobs, railings, flush levers, commodes, and sinks, including undersides and tops of toilet seats.
 - c. Mop tile floors with disinfectant/germicide solution.
 - d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – make sure product is not installed incorrectly in dispensing unit.
 - e. Clean and polish mirrors.
8. Use stainless steel cleaner on all metal surfaces.
9. Dust mop hard floor surfaces.
10. Spot clean walls, light switches, doors, and door frames.
11. Spot clean carpets and upholstered office furniture.
12. Clean entry glass doors, both sides, and any windows on inside offices and doors.
13. Pour water down all drains for odor control (floor drains).
14. Replenish all hand sanitizer dispensers and batteries as necessary.
15. Replenish all air freshener dispensers and batteries as necessary.

Weekly Services

1. Dust all flat surfaces using a non-feather duster, including desk tops, partition tops, file cabinets, tables, window sills, window ledges, door jams, and bookshelves.
2. Clean and polish all metal fixtures such as elevator panels and stairwell railings.
3. Remove hard water deposits on sinks and water fountains.
4. Clean and disinfect microwave and toaster ovens in kitchenettes and break rooms.
5. Wet mop hard floor surfaces.

Monthly Services

1. Dust high reach areas including shelves, ledges, vents, and HVAC grills.
2. Dust blinds.
3. Remove spider webs.
4. Clean baseboards, carpet edges and corners, including stairs wells.
5. Vacuum/clean upholstered furniture.

Semi-Annual Services

1. Strip and wax hard floor surfaces (wax/polish floors). This includes all restrooms, first floor lobby area, dispatch area, Materials Recovery Facility (MRF) break room and employee restrooms on the north side of the building.
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean). This includes the first floor administration offices, second floor administration offices, staircase area and the Education Center.

Invoicing

Separate invoices shall be provided for each operation location. Each invoice shall include the following:

- Vendor shall email all invoices to invoices@oxnard.org
- Days and dates of services
- Number of employees (names included) including employee title
- Employee rate per hour (upon request)
- Copies of daily work tickets for each site (upon request)

MATERIAL, SUPPLIES AND LABOR TO BE PROVIDED BY THE VENDOR

The Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. The supplies and materials shall include, but not limited to:

All necessary cleaning equipment, supplies, dispensers, application bottles and related items.

All necessary paper products including toilet paper, toilet seat liners, towels and related items. (The use of paper products made from recycled products is required).

All trash container supplies, including any trash liners.

All necessary hand soap, room deodorant, urinal deodorant, disinfectant, enzymes, and related items.

RATES AND COSTS EXHIBIT

Public Works Administration Location(s)	Weekly Cost	Cost per Hour for Special/ Emergency Cleaning
Water Campus, 251 South Hayes Avenue	\$800.43	\$31.56
Blending Station No. 3, 1700 Solar Drive	\$157.74	\$31.56
Blending Station No. 4, 3637 North Rose Avenue	\$134.42	\$31.56
Blending Station No. 5, 908 East Pleasant Valley Road	\$134.42	\$31.56
Wastewater Treatment Plant, 6001 Perkins Road	\$1,090.09	\$31.56
Advanced Water Purification Facility, 5700 Perkins Road	\$707.72	\$31.56
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$659.04	\$31.56

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

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021**

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

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

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

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

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNERS' & 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				

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

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			
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 A-8431 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations

Public Works and Transportation Committee
February 22, 2022

Omar Castro
Water Division Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the:

1. Mayor to execute Agreement A-8431 with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each upon the written agreement of both parties for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount over the entire possible contract term of \$735,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and
2. Purchasing Agent to execute amendments to extend the term of Agreement A-8431 up to a total maximum term of three years.

- City has seven utility facilities with a total of 66,600 square feet
- Custodial services have been contracted out over the past 18 years
- City enters into custodial agreements for 2-3 years
- Contractor delivers a full complement of services and all cleaning supplies and provisions

- October 5, 2021: City issued a formal Request for Proposal (RFP) PW 22-40 for custodial services at utility facilities
- November 4, 2022: RFP closed and seven bids were received
- Executive Facilities Services, Inc. was selected through the awarding process based upon meeting lowest bid criteria and supporting documentation supporting the required service levels

- Agreement includes: site-specific custodial service requirements which vary but are not limited to:
 - Trash disposal, floor cleaning, dusting, window cleaning, polishing, and sanitation
 - Additionally, the vendor provides all necessary equipment, cleaning supplies and provisions
 - Allows for adjustment in service level to match City needs
- Staff has confirmed that Executive Facilities Services, Inc. meets all required City contractual provisions

- Total cost for this Agreement with Executive Facilities Services, Inc. shall not exceed \$735,000 over three (3) years, if extended.
- Sufficient funds are available in each of the respective utility budgets in FY 2021-22
- Estimated 5% inflation increase factored starting in FY 2023-24
- The “As-Needed” amounts are a contingency that will be applied for any one-time or unforeseen emergencies



QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: February 22, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement A-8440 with South Coast Industrial Door, Inc. for Roll-Up Door Maintenance and On-Call Repair Services Specification No. PW 22-71. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8440 with South Coast Industrial Door, Inc. in the amount of \$750,000 for a three year term for the Roll-Up Door Maintenance and On-Call Repair Services Specification No. PW 22-71.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/BEKO72P6IV4>

BACKGROUND

Because of the specialized and emergency-type work involved, the Public Works Department requires support for the inspection, maintenance and repairs to roll up doors located at various facilities throughout the City as detailed below. The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide roll up door maintenance, after-hour response, and on-call repair services for the following:

INCLUDED DOORS	LOCATION
21 bay doors	Del Norte Regional Recycling Center and Transfer Station (ER)
24 doors	Oxnard Wastewater Treatment Plant (OWTP)
7 doors	Advance Water Purification Facility (AWPF)
8 doors	Main Water Campus (Water)
3 doors	Two blending stations @ Hayes Ave. (Water)
27 doors	Fire Stations (8 locations) (Fire)
45 doors	City Facility yard and parks (Facilities)

The work will include both regular maintenance and repair services during normal business hours as well as responding to emergency calls as needed.

This will be a not to exceed agreement amount of \$750,000 and the term will be for three (3) years. All work will be issued through task orders at the direction of the Facilities Manager.

DISCUSSION

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide rollup door maintenance and on-call repair services for roll up doors and bay doors located at various locations throughout the City.

The notice inviting formal bids (NIFB) on the Project was published on January 6, 2022, and all bids were due on January 26, 2022. The City received two bids. However, the Bid from Ventura County Overhead Door was determined to be non-responsive to the call for bids. The following represents the total of each hourly rate for on-call services and door inspection and report fees:

SOUTH COAST INDUSTRIAL DOOR, INC: \$1,282.00
VENTURA COUNTY OVERHEAD DOOR: N/A

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

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with South Coast Industrial Door, Inc. shall not exceed \$750,000 for roll-up door maintenance and on-call repair services over the term of three years. This agreement will be used as needed and as funding is available. The Public Works Facilities Division will issue task orders prior to initiating any services to be performed. The estimated spending plan will be funded from various funds dependent on each location serviced. There is \$83,334 in funding available this Fiscal Year in the City Council approved Operating Budget. Estimated costs for subsequent fiscal years will be requested during the annual budget process.

Estimated Spending Plan						
Fund	Account	FY 2021-22 4-months	FY 2022-23 12-months	FY 2023-24 12-months	FY 2024-25 8-months	TOTAL

ER	631-6301-842.82-09	\$16,667	\$50,000	\$50,000	\$33,333	\$150,000
OWTP	621-6205-842.82-09	\$13,889	\$41,667	\$41,667	\$27,777	\$125,000
AWPF	601-6012-842.82-09	\$2,778	\$8,333	\$8,333	\$5,556	\$25,000
Water	601-6010-842.82-09	\$11,111	\$33,333	\$33,333	\$22,223	\$100,000
Fire	101-2201-802.83-01	\$13,889	\$41,667	\$41,667	\$27,777	\$125,000
Facilities	735-7401-852.82-09	\$25,000	\$75,000	\$75,000	\$50,000	\$225,000
TOTAL		\$83,334	\$250,000	\$250,000	\$166,666	\$750,000

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. A-8440 South Coast Industrial Door PW 22-71
2. Presentation

**CITY OF OXNARD CONTRACT FOR
ROLL UP DOOR MAINTENANCE AND ON-CALL REPAIR SERVICES PROJECT
SPECIFICATION NO. PW 22-71**

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 SOUTH COAST INDUSTRIAL DOOR, INC. ("Contractor"). Contractor's license number is 726936.

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 General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as Roll Up Door Maintenance and On-Call Repair Services Project Specification No. PW 22-71 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed seven hundred fifty thousand dollars (\$750,000.00) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. 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 Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be 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.

7. 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."

8. 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.

9. 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.

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. 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. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

SOUTH COAST INDUSTRIAL DOOR, INC.

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

Clint McDaniel, Vice President² _____ Date _____

Danny J. McDaniel, Board Secretary _____ 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 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-C

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

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

- a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
- b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
- c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
- d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.
- e. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

City of Oxnard
Insurance Compliance
Reference No. A-8440
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

4 Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to**

this Exhibit INS-C or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

A-8440 South Coast Industrial Door PW 22-71

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 ☒ 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; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. A-8440****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☐ 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 _____

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
PRODUCER		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 ☐ 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 ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 30%; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table>		EACH OCCURRENCE	AGGREGATE		
EACH OCCURRENCE	AGGREGATE						
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____					
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____					

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 SOUTH COAST INDUSTRIAL DOOR, INC., 1275 Graphite Drive, Corona, CA 92881 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Roll Up Door Maintenance and On-Call Repair Services Project Specification No. PW 22-71 (the "Project").

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 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 any Task related to 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 Seven Hundred Fifty Thousand Dollars (\$750,000), this amount being not less than one hundred percent (100%) of the total not to exceed 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.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. 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 Sections 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)

Note: 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. The date of the Bond must not be before the Contract's Effective Date. 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 SOUTH COAST INDUSTRIAL DOOR, INC., 1275 Graphite Drive, Corona, CA 92881 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Roll Up Door Maintenance and On-Call Repair Services Project Specification No. PW 22-71 (the "Project").

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 Seven Hundred Fifty Thousand Dollars (\$750,000), this amount being not less than one hundred percent (100%) of the total not to exceed 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, assigns, 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 for all Tasks, 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, within the Contract Term, then this obligation shall become null and void; 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 under any Task Order 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 in any Task Order. 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)

Note: 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. The date of Bond must not be before the Contract's Effective Date. 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

**BID SHEETS FOR THE ROLL UP DOOR MAINTENANCE AND ON-CALL REPAIR
SERVICES PROJECT
SPECIFICATION NO. PW 19-07**

Bidder's Name: South Coast Industrial Door

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, equipment and supplies for the Tasks comprising 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	UNIT	Total
1	Door Inspections and Reports	One (1) Door	\$ 111.00 /door
2	Dock Leveler Inspections and Reports (for 4 levelers located at the Del Norte Regional Recycling Center and Transfer Station)	One (1) leveler	\$ 111.00 /leveler
3	Scheduled On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ 265.00 /HR
4	Non-Scheduled Urgent On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm 2 hour response time **	\$ 265.00 /HR
5	Non-Scheduled Urgent On Call Repair and Maintenance Services – After Hours, Weekends, & Holidays	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays 2 hour response time **	\$ 530.00 /HR
BID PRICE TOTAL			\$ 1,282.00

* Hourly Rate at fully burdened cost and Contractor shall pay prevailing wages. All unit costs must include the current burdened prevailing wage rate. ** Work must begin within that time period.

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 1,282.00

BID PRICE IN WORDS: One thousand two hundred eighty-two dollars

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

Bidder's Name (Company): South Coast Industrial Door

Signature: 

Print: Clint McDaniel

Title: Vice President

Date: 01/25/22

EXHIBIT B

SPECIAL PROVISIONS

1000-1 LOCATION AND SCOPE OF WORK

The Contractor shall provide the necessary equipment, materials, parts and labor to conduct inspections, maintenance and repairs to the roll up doors located at the facilities listed below.

1. Del Norte Regional Recycling Center and Transfer Station at 111 S. Del Norte Blvd - 21 doors and 4 dock levelers
2. Oxnard Wastewater Treatment Plant at 6001 Perkins Road - 24 doors.
3. Advanced Water Purification Facility at 5700 Perkins Road - 7 doors.
4. Main Water Campus at 251 South Hayes Avenue – 8 doors
5. Water Blending Station 2 at 1061 Richmond Avenue – 2 doors
6. Water Blending Station 4 at 3637 N. Rose Avenue – 1 door
7. Fire Station 1 located at 491 S. K Street - 6 doors.
8. Fire Station 2 located at 531 E. Pleasant Valley Road – 2 doors.
9. Fire Station 3 located at 150 Hill Street – 2 doors.
10. Fire Station 4 located at 230 W. Vineyard Avenue – 2 doors.
11. Fire Station 5 located at 1450 E. Colonia Road – 2 doors.
12. Fire Station 6 located at 2601 Peninsula Road – 2 doors.
13. Fire Station 7 located at 3300 Turnout Park Circle – 6 doors.
14. Fire Station 8 located at 3000 S. Rose Avenue – 9 doors (5 roll up and 4 bifold).
15. City Facility Yard at 1060 Pacific Avenue - 43 doors.
16. College Park – 1 door.
17. Beck Park – 1 door.

The scope of Work shall include, but not be limited to:

1. Perform inspections as requested by the City, including minor and major repairs on such items as needed.
2. Inspections should include, but not be limited to, the inspections of rollers, door tension balancing, cables, shafts, tracks, bumper springs, bearings, spring assemblies, pull rope, chain operators, wind lock operations, door slats, electrical control box, and the overall proper operation of the doors and provide detailed inspection report with defective findings and recommendations for corrective actions.
3. In addition to the doors at the Del Norte Regional Recycling Center and Transfer Station, there are 4 dock levelers located at the facility which also require quarterly inspection and on call repair services. Dock leveler inspection should include, but not be limited to, the inspections of the rear hinges, angle and curb steel, undercarriage welds for cracks, hold down assembly, hip lock/walk down assembly, cam, cam roller and cam follower assembly, inspect the safety leg and toe guard are functional, cable and chains are in place, deck lips plates and hinges for defects, bumper intact and secure, check for any leaks in hydraulic cylinders and hoses, check for motor, hydraulic controls operating correctly, main spring assembly is serviceable, and all air bags for leaks, and over all proper operation of dock levelers, and provide detailed inspection report with defective findings and recommendations for corrective actions
4. Perform repairs and maintenance services for the doors and dock levelers as requested.
5. Contract must be able to provide maintenance and repairs for all doors described in section 1000-1.

1000-2 RESPONSE TIME.

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets. Response time by the Contractor shall be as stated below:

1. **Non-Scheduled Urgent Repair Work:** Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within two (2) hours of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.
2. **Scheduled Repair and Maintenance Work:** Contractor must verbally respond within twenty (24) hours of telephone notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

1000-3 PAYMENT

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. Parts will be reimbursed at cost plus not to exceed 10% for material handling and equipment rental will be reimbursed at cost plus not to exceed 5% for material handling and Contractor is required to itemize supplies and rental costs within the proposal for Work to be completed within the Task Order. The proposal must include all materials, labor, and taxes. Contractor is required to itemize the number of hours it will take for completion of a Task Order. A separate invoice is required for each Task Order issued pursuant to the Contract.

Contractor shall only invoice for time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Task Order.

Agreement with South Coast Industrial Door, Inc. for Roll-Up Door Maintenance and On-Call Repair Services

Public Works and Transportation Committee
February 22, 2022

Brian Allen
Facilities Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8440 with South Coast Industrial Door, Inc. in the amount of \$750,000 for a three year term for the Roll-Up Door Maintenance and On-Call Repair Services Specification No. PW 22-71.

- Public Works Department requires support for the inspection, maintenance and repairs to roll up doors located at various facilities throughout the City as detailed below
- Work will include both regular maintenance and repair services during normal business hours as well as responding to emergency calls as needed

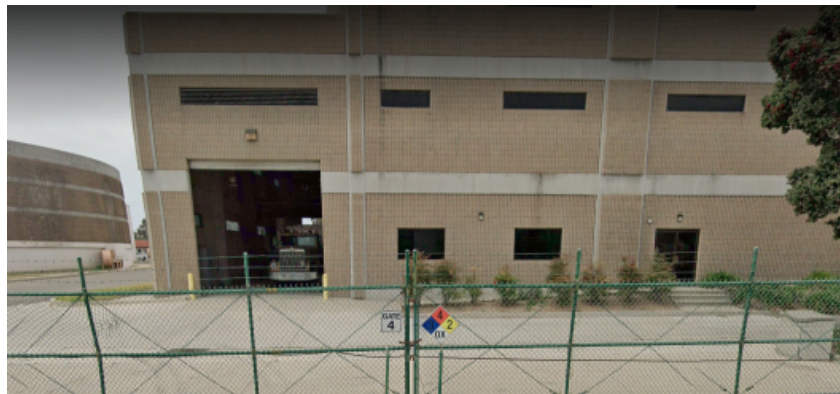
Specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide roll up door maintenance and on-call repair services for the following:

INCLUDED DOORS	LOCATION
21 bay doors	Del Norte Regional Recycling Center and Transfer Station (ER)
24 doors	Oxnard Wastewater Treatment Plant (OWTP)
7 doors	Advance Water Purification Facility (AWPF)
8 doors	Main Water Campus (Water)
3 doors	Two blending stations @ Hayes Ave. (Water)
27 doors	Fire Stations (8 locations) (Fire)
45 doors	City Facility yard and parks (Facilities)

Fire Station #8



Oxnard Wastewater (1 of 24)



- The notice inviting formal bids (NIFB) on the Project was published on January 6, 2022, and were due on January 26, 2022
- Lowest bidder is South Coast Industrial Door, Inc. and its bid is responsive to the City's NIFB
- Thus, staff recommends that the City Council award the contract for this Project to South Coast Industrial Door, Inc.

- Total cost for this agreement with South Coast Industrial Door, Inc. shall not exceed \$750,000 for roll-up door maintenance and on-call repair services over three years
- Agreement will be used as needed and as funding is available
- Public Works Facilities Division will issue task orders prior to initiating any services to be performed. The estimated spending plan will be funded from various funds dependent on each location serviced
- Estimated costs for subsequent fiscal years will be requested during the annual budget process.



QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.5

DATE: February 22, 2022

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement A-8438 with Garcia's Landscaping Maintenance Inc. for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8438 with Garcia's Landscaping Maintenance Inc. in the amount of \$1,000,000 for a three year term for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/x8eAx2Y6guY>

BACKGROUND

Due to many years of budget cuts and inadequate resources in the Parks Division, there has been a severe lack of maintenance to the City's landscape irrigation systems. This has resulted in the loss of ground cover, shrubs and trees throughout the city. It has also contributed to a significant amount of water-waste from broken fixtures and improper spray patterns. Additionally, because the City has a vast amount of irrigation in parks, medians, and parkways, the City will be at the forefront of water stewardship. Recent State directives and notices have indicated a near-future where water use for irrigation and water-waste from poorly operating irrigation systems will be heavily scrutinized.

This will be a not to exceed agreement amount of \$1,000,000 and the term will be for three years. All work will be issued through task orders at the direction of the Parks Manager.

DISCUSSION

This on-call agreement will allow for the repair, replacement and adjustment of existing irrigation systems as identified by city staff. The agreement also allows contractors to maintain and replace vegetation, when applicable and in accordance with any water-use restrictions that may be implemented by the State or local Water jurisdictions having authority.

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on call repairs and maintenance services for landscape vegetation and irrigation systems throughout the City. Contractor may be asked to assist with work for multiple

divisions/departments throughout the City.

The notice inviting formal bids (NIFB) on the Project was published on December 23, 2021, and all bids were due on January 14, 2022. The City received the following two (2) bids which was a representation of specific hourly rates to determine the lowest bidder:

Garcia's Landscaping Maintenance Inc.: \$305.00/hour
Venco Western Inc.: \$570.00/hour

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

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with Garcia's Landscaping Maintenance Inc. shall not exceed \$1,000,000 for on-call landscape vegetation and irrigation systems repair and maintenance services. This agreement will be used as needed and as funding is available. All work will be issued through task orders at the direction of the Parks Manager.

The primary divisions using this agreement will be Parks and Special Districts. The cost will be funded using 101-5701-805-8209 and 101-5705-805-8209. Special Districts will likely have capacity in their existing agreement to finish off this year's work. Estimated costs for subsequent fiscal years will be requested during the annual budget process.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. A-8438 - Garcia's Landscaping - PW 22-73
2. Presentation

**CITY OF OXNARD CONTRACT FOR
ON-CALL LANDSCAPE VEGETATION AND IRRIGATION SYSTEMS REPAIR AND
MAINTENANCE SERVICES, SPECIFICATION NO. PW 22-73**

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 GARCIA'S LANDSCAPING MAINTENANCE INC. ("Contractor"). Contractor's license number is 963018.

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 General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed one million dollars (\$1,000,000.00) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. 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 Documents. This assignment shall be made and become effective at the time City tender's final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be 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.
7. 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."

8. 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.

9. 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.

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. 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. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

**GARCIA'S LANDSCAPING
MAINTENANCE INC.**

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

Pablo Garcia, President ² _____ Date

Tenley Garcia, Secretary _____ 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 (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-D
INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

- 1 Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. 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-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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-8438
 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-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
- 5 The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall

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

- 6 Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 7 All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

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 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 Agreement				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-8438
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

SUBMIT IN DUPLICATE

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

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)

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
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

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

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8438
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) 1999 AD HOUTMAN

LOSS ADJUSTMENT EXPENSE

(to)

☐ 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

LIMIT OF LIABILITY

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

OTHER PROVISIONS

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 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-8438

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 Garcia's Landscaping Maintenance Inc. located at 167 Lambert Street, #115, Oxnard, CA 93036 ("Principal") a contract (the "Contract") for the Work described as On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services, Specification No. PW 22-73 (the "Project").

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 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 any Task related to 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 ONE MILLION DOLLARS (\$1,000,000), this amount being not less than one hundred percent (100%) of the total not to exceed 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.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. 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 Sections 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)

Note: 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. The date of the Bond must not be before the Contract's Effective Date. 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 Garcia's Landscaping Maintenance Inc. located at 167 Lambert Street, #115, Oxnard, CA 93036 ("Principal") a contract (the "Contract") for the Work described as On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services, Specification No. PW 22-73 (the "Project").

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 ONE MILLION DOLLARS (\$1,000,000), this amount being not less than one hundred percent (100%) of the total not to exceed 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, assigns, 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 for all Tasks, 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, within the Contract Term, then this obligation shall become null and void; 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 under any Task Order 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 in any Task Order. 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)

Note: 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. The date of Bond must not be before the Contract's Effective Date. 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

Bidder's Name: Garcia's Landscaping Maintenance 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, equipment and supplies for the Tasks comprising 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	UNIT	Total
1	Scheduled On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ 65.- /HR
2	Scheduled On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays	\$ 80.- /HR
3	Urgent Unscheduled On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays	\$ 80.- /HR
4	Urgent Unscheduled On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ 80.- /HR
BID PRICE TOTAL:			\$ 305.-

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 305.-BID PRICE IN WORDS: Three hundred five and 0/100

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 12/21/2022
 #02 12/21/2022

Addendum: Date Received:
 #03 1/3/2022
 #04

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc.

Signature: 
 Print: Pablo Garcia

Title: President
 Date: 1/11/2022

Signature: 
 Print: Tenley Garcia

Title: Secretary
 Date: 1/11/2022

EXHIBIT B

SPECIAL PROVISIONS

1000 Scope of Maintenance Services

The work may take place in any location throughout the City as designated by the Project Manager. This on-call contract may be utilized by all divisions or departments throughout the City.

The Contractor shall provide on-call maintenance and repair of vegetation and irrigation systems located within the City of Oxnard as requested through Task Order. Such services may include but are not limited to:

1. Inspect irrigation systems and identify required maintenance needs.
2. Repair, maintain, or replace worn, damaged, or potentially faulty components in irrigation systems.
3. Install new irrigation systems.
4. Maintain or replace existing landscape vegetation. Install new landscape vegetation.
5. Provide reports on the condition of the landscape vegetation and irrigation system as requested.

All costs for labor for these calls shall be included in the Bid sheets.

1002 Response Time

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these calls shall be included in the Bid sheets.

1. Non-Scheduled Urgent Repair Work:

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within four (4) hours of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

2. Scheduled Repair and Maintenance Work:

Contractor must verbally respond within four (4) hours of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

1003 Payment

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. Parts, irrigation materials and vegetation material will be reimbursed at cost (Contractor must include receipt of purchase with the invoice submitted to the City) plus 20% for material handling and Contractor will be required to itemize the supplies cost within the Task Order. The Task Order may include all materials, labor, and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work. Contractor is required to itemize the number of hours it will take for completion of a Project. A separate invoice is required for each Task Order issued pursuant to the Contract.

Contractor shall only invoice for time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order.

Agreement for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services

Public Works and Transportation Committee
February 22, 2022

Steve Howlett
Assistant Public Works Director



That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8438 with Garcia's Landscaping Maintenance Inc. in the amount of \$1,000,000 for a three year term for On-Call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services Specification No. PW 22-73.



- The City has approximately 81 miles of General Fund street landscapes and 36 General Fund parks.
- Regular and proactive maintenance of the City's landscape irrigation systems have been deferred for nearly 10 years
- The significant amount of deferred irrigation maintenance and current drought conditions necessitate a near-term focused approach for repairs that are more efficiently handled by a contractors.



- The City needs to take a leadership role based on recent State directives and notices regarding water conservation and water waste
- The On-call Landscape Vegetation and Irrigation Systems Repair and Maintenance Services contract will expedite the needed repairs and maintenance that are necessary
- The notice inviting formal bids was published on December 23, 2021, and all bids were due on January 14, 2022
- The City received 2 bids, with the lowest responsive bidder being Garcia's Landscaping Maintenance Inc.

This 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.

- Total cost for this agreement with Garcia's Landscaping Maintenance shall not exceed \$1,000,000 for on-call landscape vegetation and irrigation systems repair and maintenance services over 3 years
- Agreement will be used as needed and as funding is available
- Public Works Parks Division will issue task orders prior to initiating any services to be performed. The estimated spending plan will be funded from various funds dependent on each location serviced
- Estimated costs for subsequent fiscal years will be requested during the annual budget process.



QUESTIONS