

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



AMENDED AGENDA

Sections B & C.1 Removed - Closed Session Canceled

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street

March 1, 2022

Regular Meeting - 6:00 PM

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

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 842 9236 9695**
- 3. Passcode: 114515**

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

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

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

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

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating March 5, 2022, as "Soroptimist STOP Human Trafficking and Sexual Slavery Awareness Day".
2. SUBJECT: Presentation of a Proclamation Designating the Month of March as "Women's History Month."

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 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.

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

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

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency; and
2. Re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) The City's COVID-19 Comprehensive Policy and Protocol imposes measures to promote social distancing; (ii) The Governor's proclaimed state of emergency remains in effect; (iii) Although the City's facilities re-opened to the public on February 14, 2022, to slow the spread of community transmission, the City

Manager still requires meetings to be held virtually as often as possible; and (iv) As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the February 1, 2022 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: Agreement A-8439 to Venco Electric, Inc. for Blending Station No. 3 Variable Frequency Drive Replacement Project, Specification No. PW 22-26.

RECOMMENDATION: That the City Council approve and authorize the following for a total \$528,000 in Project funds for the Blending Station No. 3 Variable Frequency Drive Replacement Project, Specification No. PW 22-26 (Project No. 226505):

1. The Mayor to execute Agreement A-8439 with Venco Electric, Inc. in the amount of \$440,000 for the Project;

2. A Project contingency amount of \$44,000;

3. A Project allocation of \$44,000 for engineering, inspection, survey and project management; and

4. A budget appropriation in the amount of \$228,000 from the available fund balance in the Water Operating Fund (601).

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Caltrans Master Agreement Administering Agency-State Agreement and Resolution, and Caltrans Freeway Maintenance Agreement.

RECOMMENDATION: That the City Council:

1. Approve and Authorize the Mayor to execute Master Agreement Administering Agency-State Agreement No. 07-5129S21 for State-Aid Projects (Agreement No. 9550-22-PW);
2. Adopt a resolution authorizing the Mayor or his or her designee to execute all future project or grant program supplemental agreements and related documents that fall under this Master Agreement; and
3. Approve and Authorize the Mayor to execute Freeway Maintenance Agreement No. VEN-134101 (Agreement No. 9552-22-PW).

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement A-8422 with Pestmaster Services, L.P. to Provide Gopher Abatement Services.

RECOMMENDATION: 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.

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Agreements for On-Call Professional Engineering Services.

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

1. Agreement A-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.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: State of California Senate Bill 619 Resolution - Notification of Intent to Comply.

RECOMMENDATION: 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).

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Housing Department

SUBJECT: Purchase and sale Agreement between the City of Oxnard and the Oxnard Housing Authority for the sale, in the amount of \$1, of a single-family home located at 3139 J Street.

RECOMMENDATION: 1. That the City Council adopt a resolution authorizing the City Manager or designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a purchase and sale agreement, a regulatory agreement, and a declaration of restrictive covenants by and between the City of Oxnard and the Oxnard Housing Authority for the sale of residential real property located at 3139 J Street.

2. That the Board of Commissioners of the Oxnard Housing Authority adopt a resolution approving and authorizing its Executive Director or designee to execute and take all needed actions in consultation with the Authority's General Counsel relative to entering into a purchase and sale agreement, a regulatory agreement, and a declaration of restrictive covenants by and between the City of Oxnard and the Oxnard Housing Authority for the purchase of residential real properties located at 3139 J Street.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

8. Public Works Department

SUBJECT: Aquifer Storage and Recovery (ASR) Completion Project Easement Deed.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Grant of Easement to Southern California Edison Company for the property identified by the County Assessor as APN 202-0-010-720, as particularly described in the Easement Deed.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

9. Finance Department

SUBJECT: Purchase Order (PO 8173) Increase Request for Tri-County Office Furniture.

RECOMMENDATION: That the City Council authorize the Mayor to execute an amendment for Purchase Order 8173 with Tri-County Office Furniture to increase the Purchase Order by \$300,000 for a total amount not to exceed \$500,000 for the purchase and installation of office furniture.

Legislative Body: City Council

Contact: Betsy George, 805-200-5400

10. Public Works Department

SUBJECT: Adoption of an Ordinance Repealing and Replacing Chapter 19, Article II, Solid Waste and Recycling.

RECOMMENDATION: That the City Council:

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

2. Adopt an Ordinance repealing and replacing Chapter 19 of the Oxnard City Code relating to solid waste and recycling.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

J. REPORTS

1. Finance Department

SUBJECT: CalPERS Pension Liability Update – Presentation on Unfunded Accrued Liability (UAL), Concept of Restructuring UAL for a Lower Interest Rate and Recommendation to Initiate a Validation Process. (10/20/10)

RECOMMENDATION: That the City Council:

1. Receive a presentation from the City's municipal advisor on the current status and projections for the CalPERS pension program, and discuss the concept of restructuring the City's UAL; and
2. Approve a resolution authorizing the initiation of a validation process and form of Trust Agreement.

(Presentation will be live upon consultant's request).

Legislative Body: City Council

Contact: Betsy George, 805-200-5400

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2. Finance Department

SUBJECT: FY 20-21 Annual Comprehensive Financial Report and Summary Presentation.
(15/15/10)

RECOMMENDATION: That City Council receive the Fiscal Year 2020-21 Annual Comprehensive Financial Report (ACFR) and summary presentation from the City's external financial auditors, Eadie + Payne, LLP.

(Finance and Governance Committee approved 2-0.)

(Presentation will be live upon consultant's request.)

Legislative Body: City Council

Contact: Betsy George, 805-200-5400

3. Finance Department

SUBJECT: FY 2021-22 Budget Mid-Year Review. (0/10/5)

RECOMMENDATION: That City Council:

1. Receive an update on the FY 2021-22 revenue and expenditure projections for major funds;
2. Approve a budget appropriation request in the amount of \$1,000,000 to Public Liability Fund (701) and \$162,947 to Workers' Compensation Fund (702) for an overall total appropriation of \$1,162,947;
3. Adopt a resolution approving amendments to the Position Control Resolution; and
4. Adopt a resolution approving amendments to the Classification and Salary Schedule Resolution.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/9mBwVhVj0mU>

Legislative Body: City Council

Contact: Betsy George, 805-200-5400

4. City Manager Department

SUBJECT: Update on Status and Accomplishments of Current Measure O Projects and Opening the Conversation regarding the Weaning Schedule. (0/10/10)

RECOMMENDATION: That the City Council:

1. Receive and file the annual update; and
2. Open the conversation regarding the Measure O weaning schedule.

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

<https://youtu.be/6C11bCPNP0>

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

5. City Attorney Department

SUBJECT: Introduction of an Ordinance Amending Oxnard City Code Section 2-2.5.Regarding the Boundaries and Identifying Number of Each City Council District. (5/10/10)

RECOMMENDATION: That the City Council introduce an Ordinance for first reading (by title

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only, waiving further reading) that amends Oxnard City Code Section 2-2.5. regarding the boundaries and identifying number of each City Council district.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

K. ADJOURNMENT



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

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

RECOMMENDATION

That the City Council approve the minutes of the February 1, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 02 01 2022 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
February 1, 2022

A. **ROLL CALL, POSTING OF AGENDA**

At 6:01 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, and Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

Councilmember Madrigal joined the meeting virtually at 6:34 p.m.

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

Staff members Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Jason Benites, Police Chief; Eric Sonstegard, Assistant Chief of Police; Alex Arnett, Police Commander; Christopher Williams, Police Commander; Alexander Hamilton, Fire Chief; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, Senior Civil Engineer; Jan Hauser, Wastewater Division Manager; Eric L. Storrie, Special Districts Manager; Kevin Thompson, Parks Manager; Philip Schwieder, Streets Division Manager; Rebecca Guevara, PW Environmental Resources Administration; Todd Vasquez-Housley, Environmental Resources Division Manager; Emilio Ramirez, Housing Director; Vyto Adomaitis, Community Development Director; Jeff Pengilly, Community Development Assistant Director; Roger Brooks, CDD Code Compliance Manager (Retired); Betsy George, Chief Financial Officer; and Helen Miller, IT Director; Philip Molina, City Treasurer; Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; participated via videoconference.

Kristen Parks, Consultant with National Demographics Corporation; and Todd Mooney, Special Counsel with Kane, Ballmer & Berkman also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. **OPENING CEREMONIES (6:00 PM)**

The flag salute was followed by a moment of silence.

C. **CEREMONIAL ITEMS**

1. SUBJECT: Presentation of a Proclamation Designating the Month of February, 2022 as "Black History Month."

Mayor Zaragoza read the proclamation and presented it to Angela M. Landers with the Juneteenth Celebration of Ventura County; Kimberly Thomas-Kelley with the Ventura County Alumnae Chapter, Delta Sigma Theta Sorority, Inc.; and Julia Dixon with the 20th Century Onyx Club, they followed with remarks.

2. SUBJECT: Presentation **Resolution #15,534** to Roger Brooks for over Twenty-Seven Years of Service to the City of Oxnard.

Mayor Zaragoza read the proclamation and presented it to Roger Brooks, Code Compliance Manager, who made some remarks. Vyto Adomaitis, Community Development Director and Karl Lawson representing the OMMA Board of Directors, acknowledged and thanked Roger for his years of service.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Lopez, to approve **Resolution #15,534** as presented. VOTE: Teran, Basua, Zaragoza, Lopez, MacDonald, and Perello voted in favor; the motion carried 6-0. Councilmember Madrigal was absent during this vote.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Javier and Raquel (announced food channel events), Lucia Marquez (Public Hearing Request for Environmental Impact Review for the Port of Hueneme, Vehicle Storage Facility Extension, in South Oxnard), Natalia Espina (Public Hearing Request for Environmental Impact Review for the Port of Hueneme, Vehicle Storage Facility Extension, in South Oxnard), Manuel Herrera, Citizens for a Better Oxnard (Community Page on Facebook Page reached 10,000 members and thanked local officials), Deirdre Frank (TD Enterprise LLC dba Oxnard Holistics – Commercial Cannabis Business Retail Special Use Permit (SUP) Appeal) and Barbara Macri-Ortiz (Congratulated Roger Brooks on his retirement and thanked him for his service to the City of Oxnard).

E. REPORT OF CITY MANAGER

1. City Manager Department

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

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency; and
2. Re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361 based on the following findings: (i) The City's COVID-19 Comprehensive Policy and Protocol imposes measures to promote social distancing; (ii) The Governor's proclaimed state of emergency remains in effect; (iii) Ventura County's COVID-19 case rate is still considered widespread community transmission by the Centers for Disease Control and Prevention and the California Department of Public Health; (iv) On December 29, 2021, in response to the increased transmission of COVID-19 in Ventura County, the City Manager announced the closure of Oxnard City Hall, and most City facilities and programs; (v) The County of Ventura closed its buildings to the public effective Wednesday, January 5, 2022, for a three-week period, as a precautionary measure to slow the spread of COVID-19; and (vi) As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Alexander Nguyen, City Manager, presented and answered questions from Council.

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

F. CITY COUNCIL REPORTS

Mayor Pro Tem MacDonald selected Red Ribbon Bakeshop as his recommendation for a local business.

Councilmember Perello selected Electric Motor Service Moriwaki Bros., as his recommendation for a local business. He announced that he has received several inquiries about the number of animals allowed in resident backyards and asked if this item can be considered for discussion at a future meeting. He also added that the trash pick-up is not consistent and asked staff to consider additional trash pick-ups in high density apartment buildings. He reminded the public to utilize the 311 application to report items that need attention from the City.

Councilmember Teran selected Tacos Don Chente as his recommendation for a local business. He virtually attended the League of California Cities Conference for New Mayors and Councilmembers. He attended the RiverPark Neighborhood Council meeting. Thanked Environmental Resources staff for assisting residents. Also, thanked the 311 application staff that responds to illegal dumping reports.

Councilmember Basua selected Dominick's Italian Restaurant as her recommendation for a local business. Asked staff to consider the request to hold a public hearing regarding the Environmental Impact Review for the Port of Hueneme, Vehicle Storage Facility Extension, in South Oxnard.

Councilmember Lopez selected El Pollo Norteno as her recommendation for a local business. She attended the Port of Hueneme and Navy Leadership Ceremony to celebrate the arrival of the first container vessel with goods from Asia. She reported that she attended the Regional Defense Partnership for the 21st Century (RDP-21) Board meeting and plans to attend the upcoming Camarillo and Oxnard Airport Authority Commission meeting.

Councilmember Madrigal selected The Best Breakfast Restaurant as his recommendation for a local business. He is thankful that students have been allowed to continue to play sports during the pandemic.

Mayor Zaragoza selected Dignity Health as his recommendation for a local business. He also attended the Port of Hueneme and Navy Leadership Ceremony to celebrate the arrival of the first container vessel and thanked Councilmember Lopez for attending as well.

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

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

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

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

2. Public Works Department

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

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

(This item did not originate in Committee as this is a capital improvement project specifically listed

in the City's Capital Improvement Program.)

3. Public Works Department

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

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

1. The Mayor to execute Agreement A-8427 with GSE Construction Company, Inc. in the amount of \$296,300 for the Project;
 2. A Project contingency amount of \$44,445; and
 3. A Project allocation of \$29,630 for engineering, inspection, and project management.
- (This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

4. Police Department

SUBJECT: Tobacco Grant Program Award FY 2021-2025

RECOMMENDATION: That City Council adopt **Resolution #15,535**:

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

5. Housing Department

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

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

6. Public Works Department

SUBJECT: Agreements for On-Call Professional Engineering Services.

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

1. Agreement A-8409 with Encompass Consultant Group in the amount not to exceed \$1,000,000 for a three year term;
2. Agreement A-8405 with MNS Engineers, Inc. in the amount not to exceed \$1,000,000 for a three year term;
3. Agreement A-8392 with Kimley-Horn & Associates in the amount not to exceed \$1,000,000 for a

three year term;

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

(Public Works and Transportation Committee approved 3-0)

7. Public Works Department

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

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

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

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

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

J. PUBLIC HEARINGS

1. City Attorney Department

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

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

(This item did not originate in Committee.)

The City Clerk announced the affidavit of publication and stated that written communications were received and forwarded to Council.

Kenneth Rozell, Chief Assistant City Attorney, introduced Kristen Parks, Consultant with National Demographics Corporation, who presented and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Ronald Arruejo, Maria Navarro, and Barbara Macri-Ortiz.

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

K. REPORTS

1. City Treasurer

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

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

(This item did not originate in Committee.)

Philip Molina, City Treasurer, was available to answer questions. No public comments were received. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

2. Information Technology Department

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

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

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

Shiri Klima, Deputy City Manager, introduced Helen Miller, IT Director, who presented and answered questions. No public comments were received. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

3. Housing Department

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

RECOMMENDATION: 1. That the City Council adopt **Resolution #15,536**.

- a. affirming the City Council's declaration of certain surplus lands described in Exhibit A to **Resolution #15,536**;
- b. authorizing the City Manager or designee to send notices of availability as to the surplus lands; and
- c. authorizing the City Manager or designee to do all things which are deemed necessary or proper to effectuate the purposes of the Resolution, including but are not limited to, negotiating in good faith in accordance with the requirements of the Surplus Land Act.

2. That the Parking Authority adopt a **Parking Authority Resolution #28**.

- a. affirming the Parking Authority's declaration of certain surplus lands described in Exhibit A to the **Parking Authority Resolution #28**;
- b. authorizing the City Manager or designee to send notices of availability as to the surplus lands; and
- c. authorizing the City Manager or designee to do all things which are deemed necessary or proper to effectuate the purposes of the Resolution, including but are not limited to, negotiating in good faith in accordance with the requirements of the Surplus Land Act.

Emilio Ramirez, Housing Director, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Teran, seconded by Mayor Zaragoza, to approve the recommended action as presented. VOTE: Lopez, Perello, Teran, and Zaragoza voted in favor, MacDonald, Madrigal, and Basua, voted against; motion passed 4-3.

At 9:56 p.m. City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

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

4. Public Works Department

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

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

1. The Mayor to execute Agreement A-8433 with Taft Electric Company in the amount of \$2,999,900 for the Project;
2. A Project contingency amount of \$299,990;
3. A Project allocation amount of \$299,990 for engineering, inspection, survey and project management; and
4. A budget appropriation recognizing grant revenue and appropriation of \$860,783 from the Federal Transportation Grant Fund (275) and appropriation of \$954,145 from the fund balance of the Air Pollution Buydown Fee Fund (118) for the Project.
(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

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

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

5. Public Works Department

SUBJECT: Introduction of **Ordinance #3007** Repealing and Replacing Chapter 19, Article II, Solid Waste and Recycling. (0/10/10)

RECOMMENDATION: That the City Council:

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

2. Introduce **Ordinance #3007** for first reading (by title only, waiving further reading), repealing and replacing Chapter 19 of the Oxnard City Code relating to solid waste and recycling.

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

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

6. City Attorney Department

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

RECOMMENDATION: That the City Council adopt **Resolution #15,537** adopting the updated Council Procedures Manual.

(Finance and Governance Committee approved 2-0.)

Stephen M. Fischer, City Attorney, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

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

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 10:25 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: March 1, 2022

TO: City Council

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

SUBJECT: Agreement A-8439 to Venco Electric, Inc. for Blending Station No. 3 Variable Frequency Drive Replacement Project, Specification No. PW 22-26.

RECOMMENDATION

That the City Council approve and authorize the following for a total \$528,000 in Project funds for the Blending Station No. 3 Variable Frequency Drive Replacement Project, Specification No. PW 22-26 (Project No. 226505):

1. The Mayor to execute Agreement A-8439 with Venco Electric, Inc. in the amount of \$440,000 for the Project;
2. A Project contingency amount of \$44,000;
3. A Project allocation of \$44,000 for engineering, inspection, survey and project management; and
4. A budget appropriation in the amount of \$228,000 from the available fund balance in the Water Operating Fund (601).

BACKGROUND

Blending Station No. 3 consists of four groundwater wells, a connection to United Water Conservation District, a connection to Calleguas Municipal Water District, and pipework required to blend the different water sources. The Blending Station No. 3 Variable Frequency Drive Replacement Project (the "Project") includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to replace all four (4) Variable Frequency Drives (VFD) at Blending Station No. 3 located at the intersection of Solar Drive and Wankel Way in Oxnard. The VFDs at the blending station are beyond their useful life cycle, no longer supported by the manufacturer, and currently non-operational. A VFD is an electronic drive that adjusts the well motor speed providing continuous and precise control of the well pumping process.

Capital Improvement Project (CIP) Reference:

Project No. 226505 – Blending Station No. 3 Variable Frequency Drive Replacement Project PW 22-26 - CIP 2021-2026 - Adopted May 18, 2021 – Page 178.

DISCUSSION

As the Blending Station 3 VFDs have reached the end of their useful life, parts and components have been replaced at an increasing rate. As the VFDs are no longer supported by the manufacturer, replacement parts are difficult to procure. The replacement of the VFDs will allow for full operation of Blending Station 3, ensuring the maximum use of local groundwater.

The notice inviting formal bids (NIFB) on the Project was published on December 30, 2021, and all bids were due on

January 24, 2022. The City received the following bids:

Venco Electric Inc.: \$440,000
Oilfield Electric & Motor: \$458,600
Taft Electric Co.: \$485,000
Waisman Construction, Inc.: \$514,000
Smith Mechanical, Electrical, Plumbing: \$522,240 (rejected)

The lowest bidder is Venco Electric, Inc. (“Venco”) and its bid is responsive to the City’s NIFB. Following this determination, procurement staff reviewed all documentation received from Venco 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 Venco.

In addition to the construction amount noted above, a 10% project contingency of \$44,000 and 10% engineering service and staff time of \$44,000 are necessary to perform inspection, survey, labor compliance, and project management, for a project total of \$528,000.

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 Project is \$528,000 which includes the construction agreement, contingency and project allocation. The Blending Station No. 3 Variable Frequency Drive Replacement Project No. 226505 has an available project budget balance of approximately \$300,000 from the Water Operating Fund (601). An additional budget appropriation of \$228,000 is needed to award the contract and will be funded from the available fund balance of the Water Operating Fund (601).

COMMITTEE OUTCOME

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

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-9349 Venco Electric PW 22-26

CONTRACT

CITY OF OXNARD CONTRACT FOR BLENDING STATION NO. 3 VARIABLE FREQUENCY DRIVE REPLACEMENT PROJECT SPECIFICATION NO. PW 22-26

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 VENCO ELECTRIC, INC., ("Contractor"). Contractor's license number is 446770.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Blending Station No. 3 Variable Frequency Drive Replacement Project Specification No. PW 22-26 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of four hundred forty thousand dollars (\$440,000) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

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

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

VENCO ELECTRIC, INC.

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

Roy Martin, CEO² _____ Date _____

Jennifer Morris, 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-E
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(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 \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.
 - d. 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-E. 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-8349**
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-E 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.

INS-E.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 \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, 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-8349

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

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

PRODUCER

POLICY INFORMATION:

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

Telephone:

NAMED INSURED

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

SAMPLE

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY	
-------------------	--

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH
OCCURRENCE

AGGREGATE

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

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:

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. A-8349

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

- ☐ Broker/Agent ☐ Underwriter ☐

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

Signature _____
(original signature required)

Telephone: () Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
						ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits				
Telephone:			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ 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				
SAMPLE							
TYPE OF INSURANCE				OTHER PROVISIONS			
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER							
LIMIT OF LIABILITY				CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____			
\$ _____ per accident, for bodily injury and property damage.							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: i) Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or ii) 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-8349 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007				AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____			

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as Blending Station No. 3 Variable Frequency Drive Replacement Project, Specification No. PW 22-26.

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly
 and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers,
 and other persons employed in the performance of the Contract and referred to in Title 3
 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$_____), this amount

being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

a contract (the "Contract") for the Work described as Blending Station No. 3 Variable Frequency Drive Replacement Project Specification No. PW 22-26.

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

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

(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

EXHIBIT A

**CITY OF OXNARD
BID SHEETS FOR
BLENDING STATION NO. 3 VARIABLE FREQUENCY DRIVE REPLACEMENT PROJECT
SPECIFICATION NO. PW 22-26**

Bidder's Name: Venco Electric Inc.

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	AMOUNT
1.	Mobilization and Demobilization (10% maximum of Total Bid Price)	01200-D1	LS	1	\$ 1,000.00
2.	VFD-280, -290, -300, and -310 and AHF-1 installation	01200-D2	LS	1	\$ 421,500.00
3.	Conduit and wiring and cable terminations.	01200-D3	LS	1	\$ 16,500.00
4.	Training.	01200-D4	LS	1	\$ 1,000.00
TOTAL BID AMOUNT:					\$ 440,000.00

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

TOTAL BID AMOUNT

TOTAL BID PRICE IN DIGITS: \$ 440,000.00

TOTAL BID PRICE IN WORDS: Four Hundred Forty Thousand Dollars

Contractor must complete all Work within two hundred (200) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 1/3/22
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): VENCO ELECTRIC INC.

Signature: _____

Print: ROY MARTIN

Title: PRESIDENT

Date: 01/24/2022

Signature: _____

Print: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. I.3

DATE: March 1, 2022

TO: City Council

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

SUBJECT: Caltrans Master Agreement Administering Agency-State Agreement and Resolution, and Caltrans Freeway Maintenance Agreement.

RECOMMENDATION

That the City Council:

1. Approve and Authorize the Mayor to execute Master Agreement Administering Agency-State Agreement No. 07-5129S21 for State-Aid Projects (Agreement No. 9550-22-PW);
2. Adopt a resolution authorizing the Mayor or his or her designee to execute all future project or grant program supplemental agreements and related documents that fall under this Master Agreement; and
3. Approve and Authorize the Mayor to execute Freeway Maintenance Agreement No. VEN-134101 (Agreement No. 9552-22-PW).

BACKGROUND

The California Department of Transportation (Caltrans) has updated their 2006 boilerplate Master Agreement Administering Agency-State Agreement. Caltrans intends to ensure the agreement language is in accordance with current state requirements and procedures. In order to qualify for state grants, public entities must first execute a master agreement that lays the foundation for the relationship between the two agencies. Later, Caltrans and the public agency execute supplemental agreements and related documents that outline particular grants and their related projects. The City's existing Master Agreement Administering Agency-State Agreement and accompanying Resolution was executed in November 2016.

Caltrans has also updated their boilerplate Freeway Maintenance Agreement, which identifies freeway rights of way within and immediately adjacent to the City and the states associated facilities, such as bridges and bicycle facilities. In the past Caltrans would request additional agreements as changes to the state highway system were made. The new boilerplate will encompass all existing Freeway Agreements from 1969-1971 and Freeway Maintenance Agreements from 2006 and 2009. Project specific maintenance agreements such as the Rice Avenue/U.S.101 Interchange and new Rice Avenue & Fifth Street/State Route 34 grade separation project will remain in effect.

DISCUSSION

Caltrans is requiring that the City execute a new master agreement for forthcoming state grant funded projects. This will supersede the City's existing agreement adopted in 2016. Much of the agreement remains the same, however some of the notable updates include language relating to the local agency employee in responsible charge (a full-time public employee shall be responsible), invoice procedures, audit requirements, and updates to fair employment practices.

Caltrans does not issue amendments to their master agreements, but rather replaces them. The City must execute the new master agreement before the City can process invoices for grant reimbursements. As grants are awarded, Caltrans will

issue a Program Supplement Agreement (PSA) and related documents for each grant or project. The PSA's will state the particular grant's requirements if they are more specific than those listed in the master agreement, such as if particular funds need to be used for specific purposes. PSA's and related documents have quick turnaround times, so having to bring each supplemental agreement to the City Council could result in the City losing the state funding due to passing deadlines. Thus, the City Council has authorized the Mayor or his designee to execute supplemental agreements and related documents with Caltrans without further City Council authorization as per Resolution 14,967. Since Caltrans is requiring the City to enter into a new master agreement, staff requests that the City Council once again authorize the Mayor or his designee to execute all future supplemental agreements and related documents with Caltrans that fall under this particular master agreement without further City Council authorization. Staff requests that the City Council authorize the Mayor to execute the new Master Agreement Administering Agency-State Agreement No. 07-5129S21 for State-Aid Projects (Agreement No. 9550-22-PW) and Resolution 21xxx.

Caltrans is also requiring that the City execute a new Freeway Maintenance Agreement, which will combine and supersede existing agreements adopted in 2006 and 2009. In prior years the City and Caltrans executed Freeway Agreements (maintenance not in the title). The new Freeway Maintenance Agreement also identifies the proposed Rice Avenue & Fifth Street/State Route 34 grade-separation bridge, and the Wagon Wheel development flood wall/berm work to be located along Caltrans right of way adjacent to the U.S. 101 Ventura Road Exit. Staff requests that the City Council authorize the Mayor to execute the new Freeway Maintenance Agreement No. VEN-134101 (Agreement No. 9552-22-PW).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There are no fiscal impacts with the recommended actions. The Master Agreement Administering Agency-State Agreement outlines the general terms and conditions of obtaining and utilizing state grants. It lists state requirements and limitations on how state funds can be used. The Freeway Maintenance Agreement outlines the state's right of way and general terms of maintenance expectations between Caltrans and the City. These master agreements are not related to particular projects and do not have any financial impact on their own.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. SFM No. 9550-22-PW No.07-5129S21
2. Resolution
3. FMA No. 9552-22-PW No.VEN-134101 (3)

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

07 City of Oxnard

District Administering Agency

Agreement No. 07-5129S21

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between the City of Oxnard, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING

AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING

AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement.

ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall

not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525- 4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period

as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other

evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance

Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These

disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse

condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

CITY OF OXNARD

By _____

Mayor,
City of Oxnard

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act. (b) For

willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE MAYOR TO EXECUTE ALL SUPPLEMENTAL AGREEMENTS AND RELATED DOCUMENTS REQUIRED UNDER CALTRANS MASTER AGREEMENT NO. 07-5129S21 WITHOUT FURTHER COUNCIL AUTHORIZATION

WHEREAS, the City of Oxnard (City) utilizes and relies on grants and other funding from the California Department of Transportation (Caltrans); and

WHEREAS, the City wishes to continue obtaining grants and other funding from Caltrans; and

WHEREAS, Caltrans has required the City to enter into Master Agreement Administering Agency-State Agreement for State-Funded Projects No. 07-5129S21 (Master Agreement) in order to obtain such Caltrans grants and funding in the future; and

WHEREAS, the City Council has approved the Master Agreement and authorized the Mayor to execute the Master Agreement; and

WHEREAS, in the past, the City Council has authorized the Mayor or his designee to execute all project-specific supplemental agreements and related documents with Caltrans without further City Council authorization; and

WHEREAS, the City now wishes to again authorize the Mayor or his or her designee to execute all future supplemental agreements and related documents that fall under this Master Agreement without further City Council authorization.

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

1. The City Council hereby determines that all recitals listed above are true and correct and hereby incorporates those recitals into this resolution.
2. The City Council hereby authorizes the Mayor or his or her designee to execute all supplemental agreements and related documents under the Master Agreement without further City Council authorization.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

**FREEWAY MAINTENANCE AGREEMENT
WITH
CITY OF OXNARD**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Oxnard; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. On February 3, 1969, March 10, 1970, January 26, 1971 Freeway Agreements were executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Highway Route (SR) 1 and 101, declared a freeway, within the jurisdictional limits of the CITY.
2. Recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities of the CITY for areas lying within those modified freeway limits.
3. There are existing Freeway Maintenance Agreements, with CITY dated; July 18, 2006 and March 3, 2009. This Agreement is meant to replace or supersede the earlier Freeway Maintenance Agreements.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. PARTIES agree this Agreement shall supersede in its entirety the said Freeway Maintenance Agreement executed by PARTIES on July 18, 2006 and March 3, 2009.
2. Pursuant to Section 5 of the Freeway Agreements, CITY has resumed or will resume control and maintenance over each of the relocated or reconstructed CITY roads, frontage roads, and other STATE constructed local roads, except for any portion which is adopted by STATE as a part of the freeway proper.
3. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.

4. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that attached hereto, Exhibit A, B and C and made a part hereof by this reference.
5. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' maintenance responsibility as described herein, and there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A, B and or C by a mutual written-execution of each of the exhibits.
6. CITY must obtain the necessary Encroachment Permits from STATE's District 07 Encroachment Permit Office prior to entering STATE right of way to perform CITY's maintenance responsibilities. This permit will be issued at no cost to CITY.

7. VEHICULAR OVERCROSSINGS

7.1. CITY will maintain, at CITY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, fibers, etc.) that may be required for the benefit or control of traffic using that overcrossing.

7.2. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

8. PEDESTRIAN/BICYCLE OVERCROSSINGS (non-vehicular) constructed as a permitted encroachment within STATE's right of way. CITY is solely responsible for, but not limited to, the structural adequacy, lighting, fencing, guard railing, drainage facilities, graffiti removal, sweeping and debris removal, signing, and striping, slope paving and delineation. CITY will maintain, at CITY expense, a safe facility for pedestrian and bicycle use along the entire length of the structure and the public use of the STATE highway beneath, by providing structure inspection, and structure maintenance.

9. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

9.1. CITY will maintain the CITY paved roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities, and fiber

that may be required for the benefit or control of traffic using that undercrossing.

9.2 CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

10.WALLS, SOUNDWALLS, AND COLUMNS – CITY is responsible for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti.

11. LANDSCAPED AREAS CITY/COUNTY is responsible for the maintenance of any plantings or other types of roadside improvements of PROJECT lying outside of the fenced area restricting walk-on access to the freeway.

12.INTERCHANGE OPERATION - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

13.ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

13.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges and at ramp connections to CITY streets and roads of SR 1, 34, 101 shall be shared by the PARTIES through an "Electrical Cost Sharing Agreement". There is an existing "Agreement of Sharing Cost for State Highway Electrical Facilities with the State of California" dated; August 1, 1986.

13.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

14.BICYCLE PATHS, LANES, AND CYCLE TRACKS constructed as permitted encroachments within STATE's right of way, CITY is solely responsible for all permitted improvements, including but not limited to the delineation, fencing, guard railing, drainage facilities, slope and structural adequacy. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the

path/lane/cycle track by providing sweeping and debris removal when necessary; and all signing and striping, and pavement markings required for the direction and operation of that non-motorized facility.

15. CITY is solely responsible to inspect and maintain the entire structure of flood wall/berm and flood protection system constructed as permitted encroachments over and near old Wagon Wheel, including but not limited to, landscape and irrigation, drainage devices and fencing, and slope stabilization, as shown on Exhibit C. CITY is responsible to keep the flood wall and berm free of dirt and graffiti.

16. LEGAL RELATIONS AND RESPONSIBILITIES

- 16.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 16.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 16.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

17. PREVAILING WAGES:

- 17.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition,

installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

17.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

17.3. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the Agreement location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

17.4. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY 's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

18. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

19. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF OXNARD

STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION

By: _____
Mayor

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
City Manager

Godson Okereke
Deputy District Director, Acting
Maintenance District

ATTEST

By: _____
City Clerk

As to Form and Procedure:

By: _____
City Attorney

By: _____
Attorney
Department of Transportation

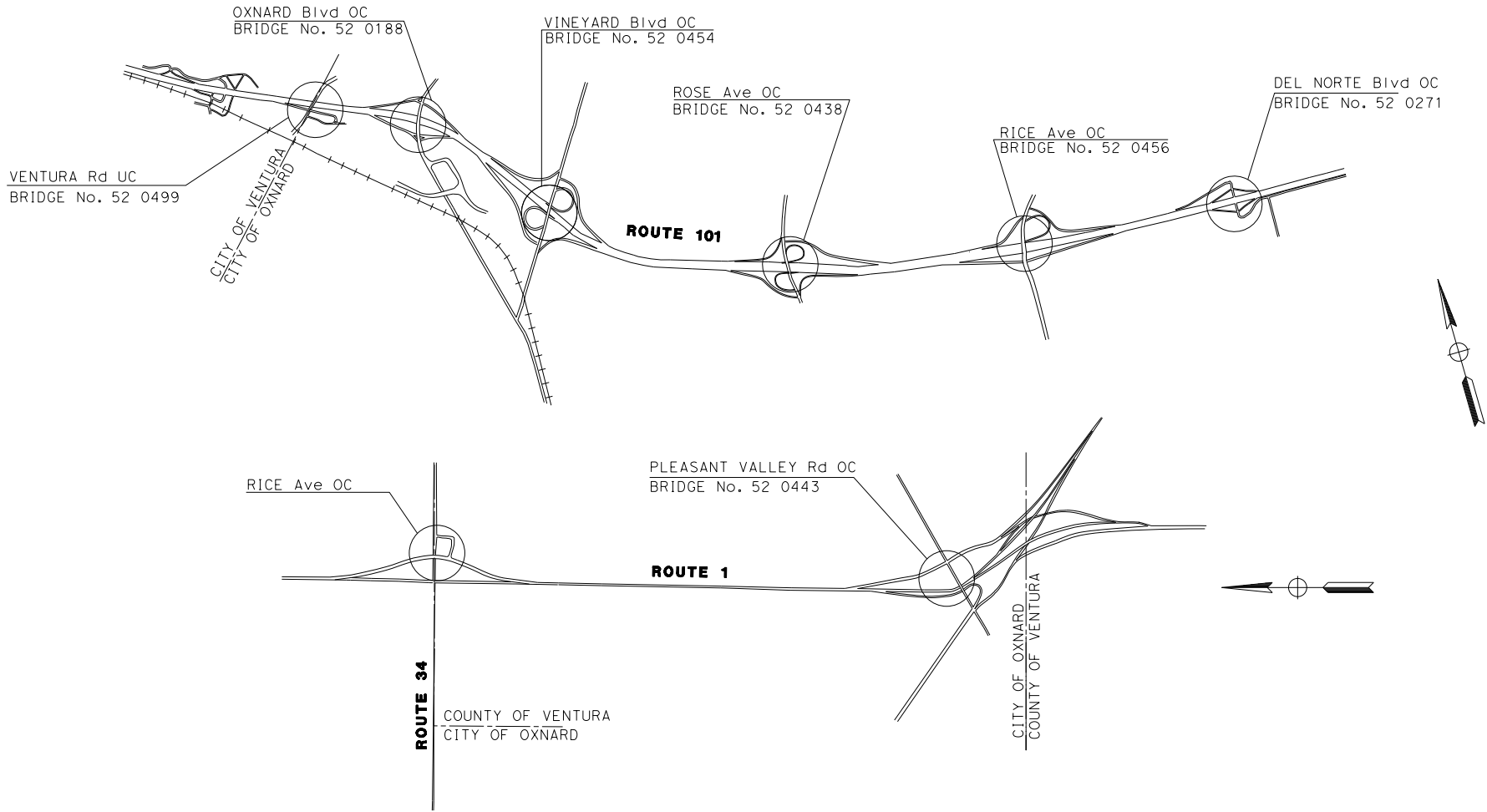
EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)

LEGEND:

----- CITY'S JURISDICTION LIMITS

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	1, 34, 101	VARIES	1	9

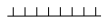


TITLE SHEET
EXHIBIT "A"
NO SCALE

LEGEND:

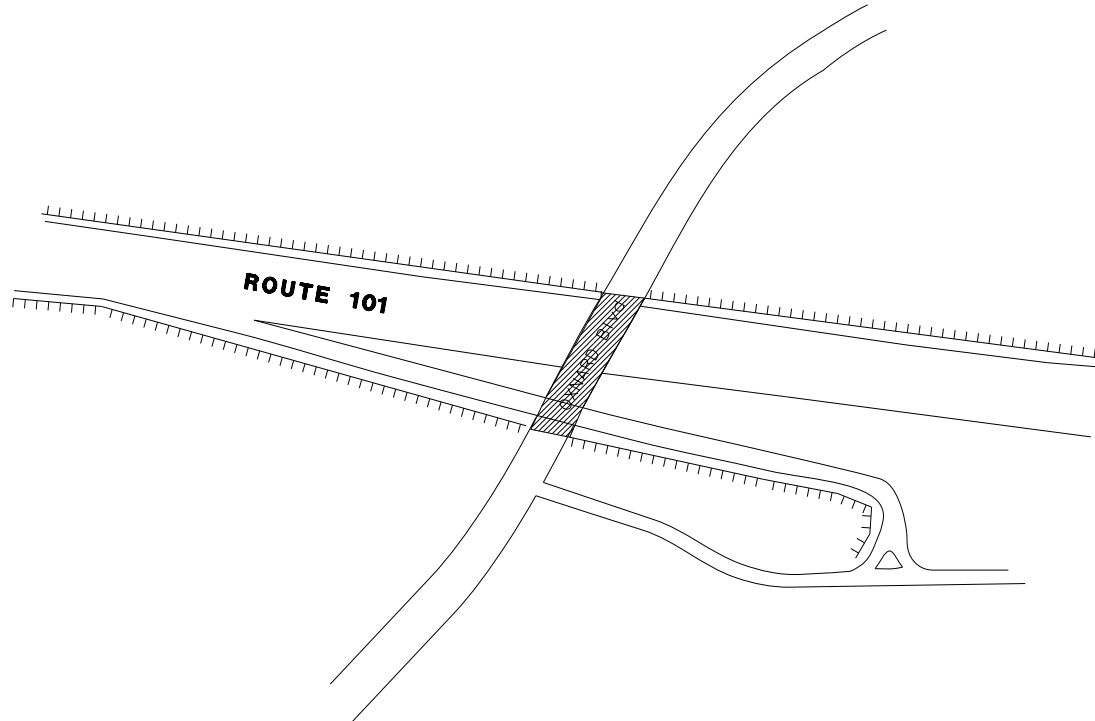


CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE



STATE'S RIGHT OF WAY LIMITS

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	101	23.7	7	9



VENTURA ROAD UNDERCROSSING
BRIDGE NUMBER 52 0499

EXHIBIT "A"

NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	101	22.0	6	9

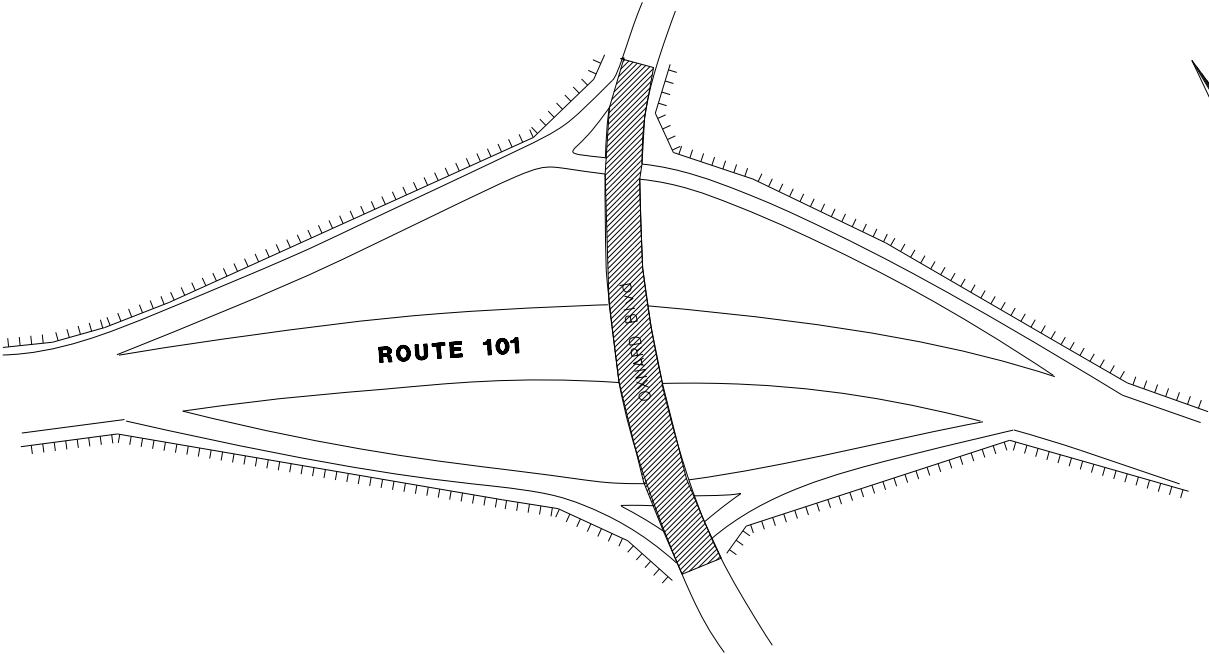
LEGEND:



CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE



STATE'S RIGHT OF WAY LIMITS



OXNARD BOULEVARD OVERCROSSING
BRIDGE NUMBER 52 0188

EXHIBIT "A"

NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	LA	101	21.98	5	9

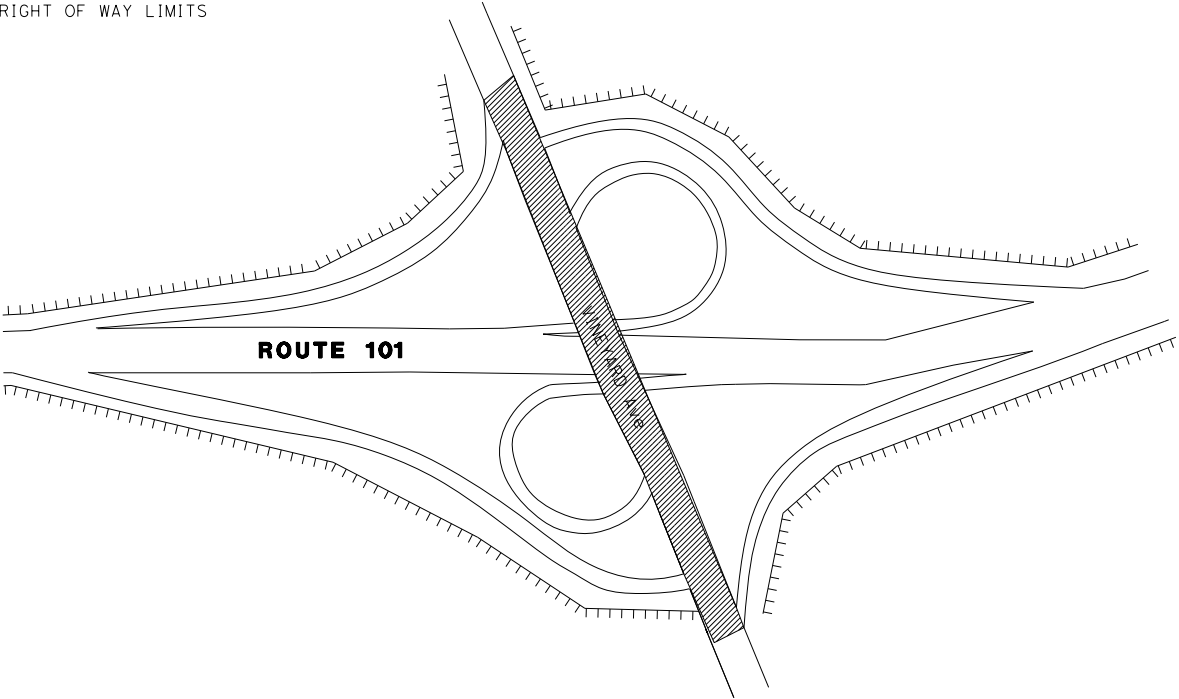
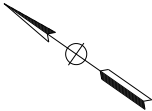
LEGEND:



CITY IS RESPONSIBLE TO MAINTAIN AT CITY’S EXPENSE



STATE’S RIGHT OF WAY LIMITS



VINEYARD AVENUE OVERCROSSING
BRIDGE NUMBER 52 0454

EXHIBIT "A"
 NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	101	21.01	4	9

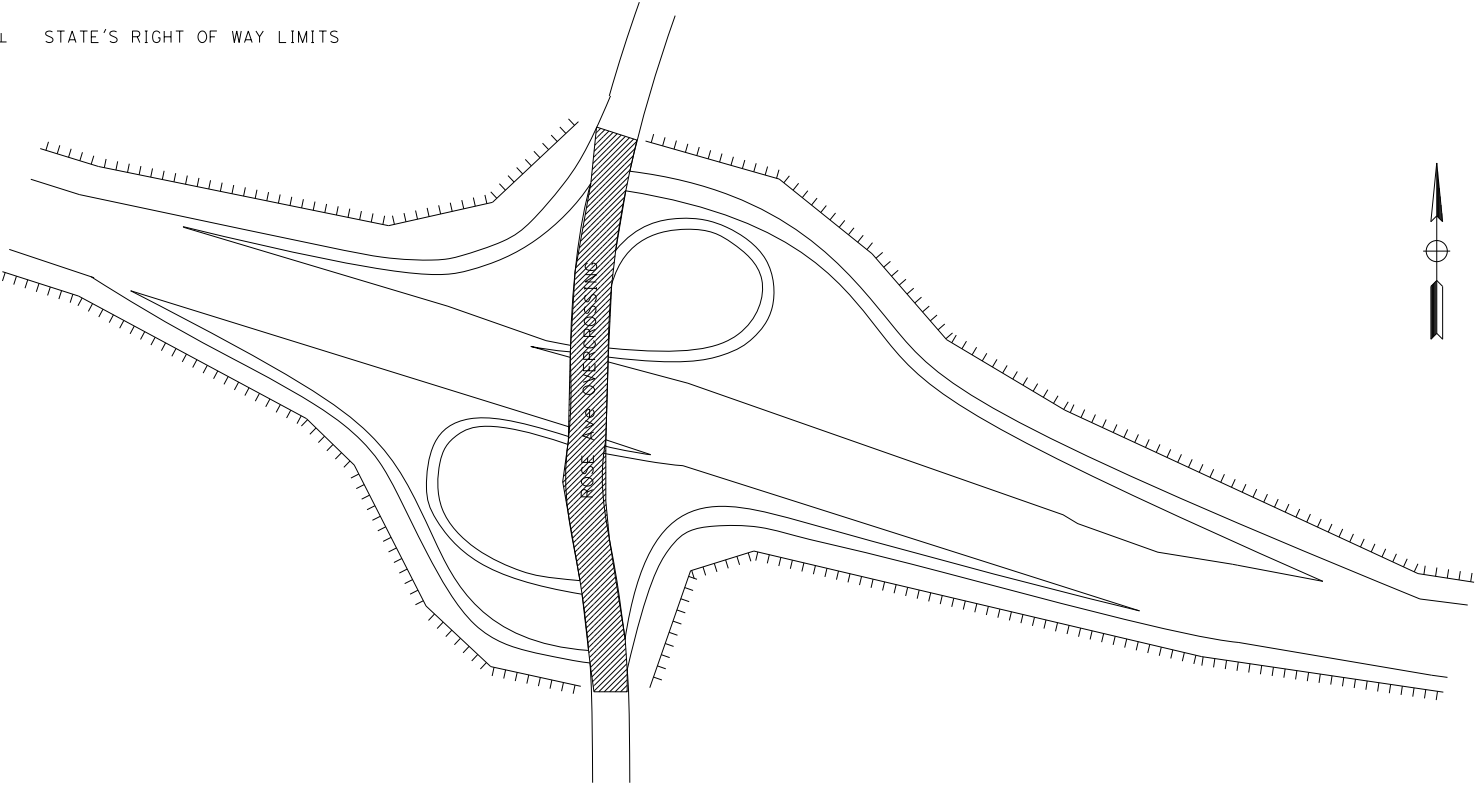
LEGEND:



CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE



STATE'S RIGHT OF WAY LIMITS



ROSE AVENUE OVERCROSSING
BRIDGE NUMBER 52 0438

EXHIBIT "A"

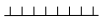
NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
07	VEN	101	20.08	3	9

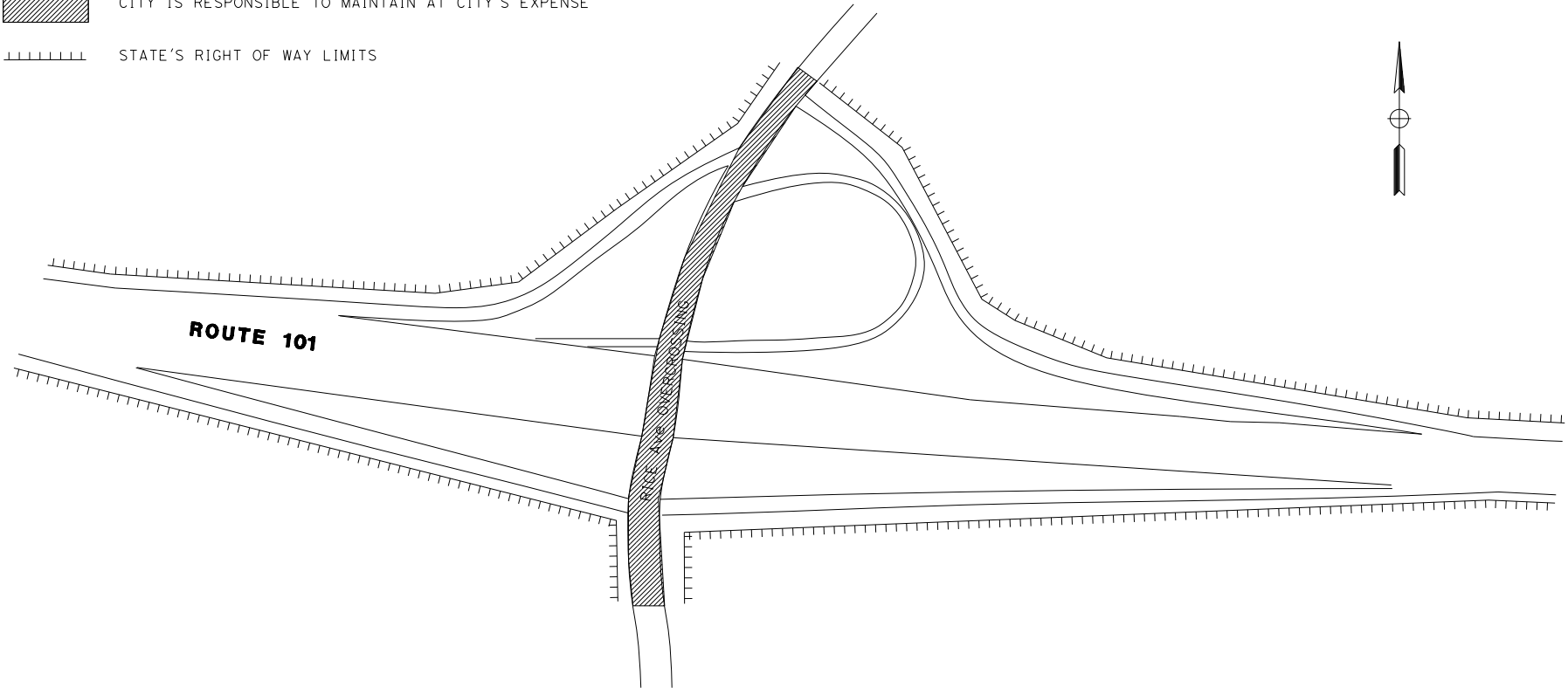
LEGEND:



CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE



STATE'S RIGHT OF WAY LIMITS



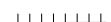
RICE AVENUE OVERCROSSING
BRIDGE NUMBER 52 0456

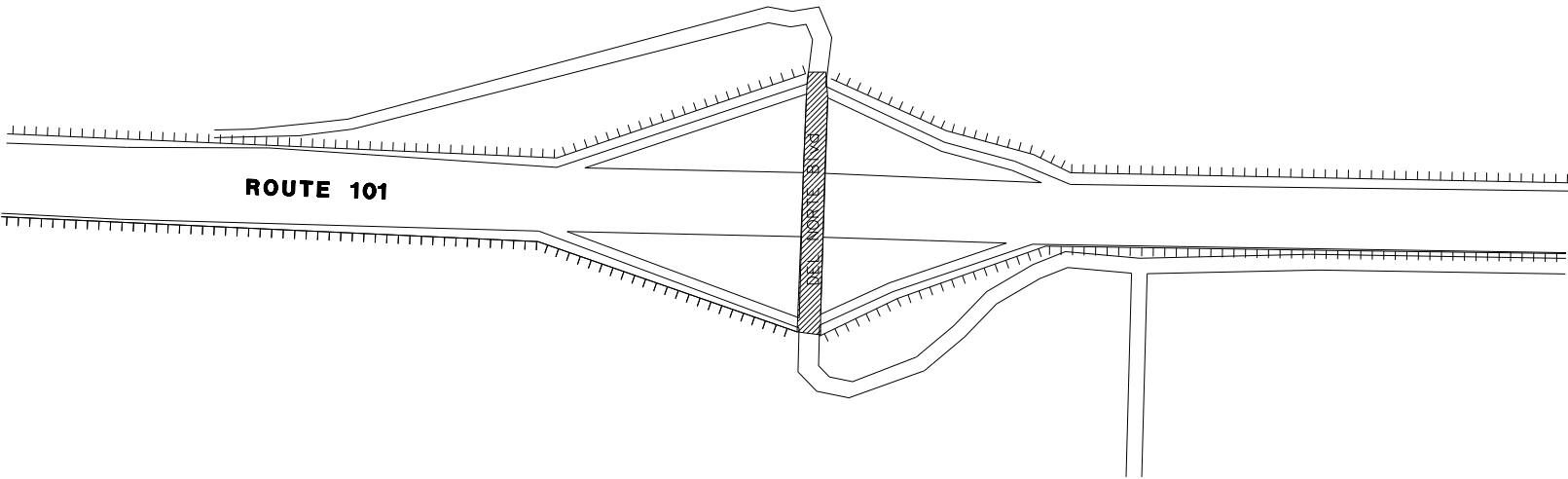
EXHIBIT "A"

NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS
07	VEN	101	19.17	2	9

LEGEND:

-  CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE
-  STATE'S RIGHT OF WAY LIMITS



DEL NORTE BOULEVARD OVERCROSSING
BRIDGE NUMBER 52 0271

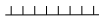
EXHIBIT "A"
NO SCALE

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	34	6.4	8	9

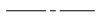
LEGEND:



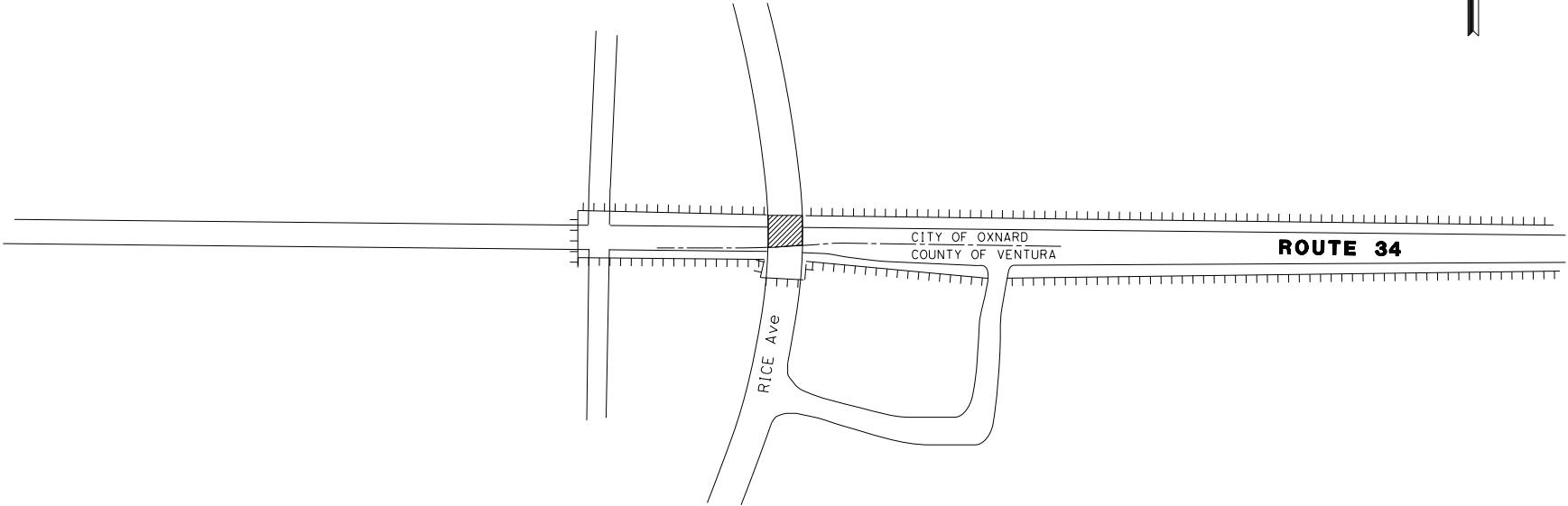
CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE



STATE'S RIGHT OF WAY LIMITS



CITY'S JURISDICTION LIMITS



RICE AVENUE OVERCROSSING

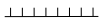
EXHIBIT "A"

NO SCALE

LEGEND:

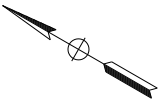
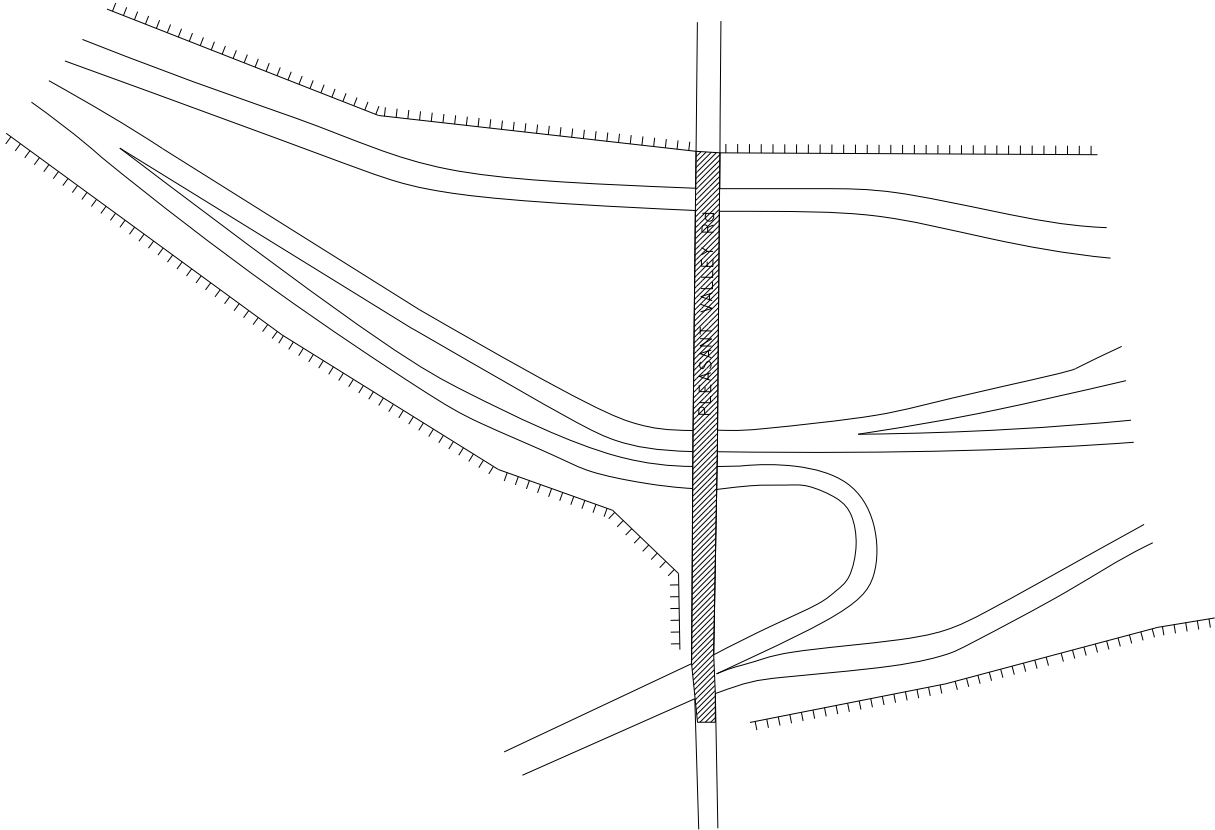


CITY IS RESPONSIBLE TO MAINTAIN AT CITY'S EXPENSE



STATE'S RIGHT OF WAY LIMITS

DIST	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
07	VEN	1	15.01	9	9



**PLEASANT VALLEY ROAD OVERCROSSING
BRIDGE NUMBER 52 0443**

EXHIBIT "A"

NO SCALE

EXHIBIT B

(Letter of Certificate of City of Oxnard Statement of Self Insurance)

California Department of Transportation
100 South Main Street, MS 03
Los Angeles, CA 90012 March 1, 2022

ATTN: Godson Okereke, Acting Deputy District Director, Maintenance

RE: Statement of Self Insurance for the City of Oxnard (CITY) Related to Freeway Maintenance Agreement with State of California Department of Transportation (“STATE”) for the maintenance responsibilities of CITY within STATE’s right of way along Highway 1, 34, 101.

Dear Mr. Okereke,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers’ compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers’ compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 16.3 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Betsy George,
Chief Financial Officer
City of Oxnard

EXHIBIT C

(Individual maintenance items that are not provided for in the body of the Agreement.)

None.



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. I.4

DATE: March 1, 2022

TO: City Council

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

SUBJECT: Agreement A-8422 with Pestmaster Services, L.P. to Provide Gopher Abatement Services.

RECOMMENDATION

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.

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

BACKGROUND

On October 11, 2021, the City issued a formal Request for Proposal (RFP) PW 22-24 for gopher abatement services at citywide facilities. The RFP closed on November 4, 2021. Of the five vendors that submitted bids, Pestmaster Services, L.P., was selected as the most qualified provider of gopher abatement services.

DISCUSSION

This Agreement with Pestmaster Services, L.P. includes monthly treatments at two (2) Wastewater facilities and all City and Special District Parks. If new gopher activity is identified within the same month of treatment, the vendor will return and treat those areas at no additional charge. There are also provisions for treatments that are not identified in the monthly services, should the need arise for treatments at other public facilities. The cost for additional treatments range from \$84.98 per acre to \$134.98 per acre each month depending on the level of infestation. These areas are not assigned to specific budgets since they are identified "As-needed" services that will be paid only if funds are available within the budgets assigned to the areas requiring treatment. Additionally, this agreement also allows for the adjustment of service levels to match City's field and budget needs.

Staff has confirmed that Pestmaster Services, L.P. meets all required City contractual provisions including pest control licenses, possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with Pestmaster Services, L.P. shall not exceed \$375,000 over 3 years. Services will commence on April 1, 2022 and there are sufficient funds available in the FY 2021-22 Parks operating budget (101-5701-805-8209), the Special Districts operating budget (174-1606-805-8209), and the Wastewater operating budget (621-6205-842-8209). The funding for future years will be included in the Department/Division budget requests for each fiscal year. There is an estimated 5% inflation increase factored starting in FY 2022-23.

The following table shows the estimated spending plan for the Parks, Special Districts, and Wastewater divisions. “As-needed” costs are estimated within the Agreement to address additional services that may be requested for other Facilities provided the funding is available within the associated budgets.

Estimated Spending Plan	FY 2021-22 3 months	FY 2022-23 12 months	FY 2023-24 12 months	FY 2024-25 9 months	TOTAL
Parks	\$17,251	\$72,455	\$76,078	\$59,911	\$225,696
Special Districts	\$6,749	\$28,346	\$29,764	\$23,439	\$88,298
Wastewater	\$1,198	\$5,031	\$5,283	\$4,160	\$15,673
As-needed	\$3,000	\$15,000	\$15,000	\$12,333	\$45,333
Total	\$28,198	\$120,832	\$126,125	\$99,843	\$375,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 8, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement No. A-8422

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: April 1, 2022
- (2) Vendor: Pestmaster Services, L.P.
- (3) Services: Gopher control in City Parks
- (4) Schedule of Services: Monthly Gopher Treatment at City Locations
- (5) Agreement Ending Date: March 31, 2023
- (6) Total Agreement Amount: \$375,000
- (7) City's Project Manager: Kevin Thompson
- (8) Vendor's Project Manager: Terry Carvey
- (9) Insurance Coverage: INS-D
- (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:
- | | |
|---|---|
| <p><i>FOR VENDOR:</i></p> <p>Pestmaster Services, L.P.
Attn: Terry Carvey, Operations Manager
9716 S. Virginia St. Ste E-F
Reno, NV 89511</p> | <p><i>FOR CITY:</i></p> <p>City of Oxnard
Attn:, Kevin Thompson, Parks Manager
305 West Third St. 3rd Floor
Oxnard, CA 93030</p> |
|---|---|
- (12) Contact Emails:
- | | |
|---|---|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>tcarvey@pestmaster.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>kevin.thompsonpw@oxnard.org</p> |
|---|---|

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:

- | | |
|--|---|
| <p>☒ Scope of Services Exhibit</p> <p>☒ Rates and Costs Exhibit</p> <p>☐ Schedule of Services Exhibit</p> | <p>☒ Living Wage Policy Exhibit</p> <p>☐ Prevailing Wages Exhibit</p> <p>☒ Insurance Exhibit (INS-D)</p> |
|--|---|

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 Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.
27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.
28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.
29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.
33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

PESTMASTER SERVICES, L.P.

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


 Hagan Kappler, CEO² 12/9/21
 Date

 Caroline Peck, Vice President 12/9/21
 Date

ATTEST:

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

APPROVED AS TO FORM:

 12/16/2021
 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

Scope:

The vendor will inspect all identified treatment areas monthly. In any areas showing recent gopher activity the contractor will provide intensive treatments sufficient enough to gain full control of that area. Full control is defined as no new visible gopher activity. If new gopher activity is identified within that same month, the vendor will return and treat those areas at no additional charge. The vendor will develop an Integrated Pest Management plan, if necessary, to gain control of gopher infestations, if traditional methods are not successful.

Pest Coverage:

Pocket gophers.

Documentation:

Treatment schedules, written reports and recommendations will be provided to City Staff at agreed upon intervals, but no less than monthly. Vendor will grant City access to its online software for access inspection schedules, treatments, and record keeping.

Control Methods:

The preferred treatment method is with a machine using heated smoke and carbon monoxide through the use of a Pressurized Exhaust Rodent Control machine. Bait may be used with City Staff's prior approval in areas where full control is not being achieved with the carbon monoxide method. All alternatives methods utilized will be approved by City Staff and must be AB 1788 compliant.

Locations:

- Beck Park
- Cabrillo Park
- Carty Park
- Civic Center/City Hall
- College Estates Park
- College Park
- Colonia Park
- Connelly Park
- Del Sol Park
- Durley Park
- East Village Park
- Eastwood Memorial Park
- Fire Station #5
- Fremont Tot Park
- Garden City Acres Park
- Johnson Creek Park
- Kohala Park
- Lathrop Memorial Park
- Lemonwood Park
- Marina West Park
- Orchard Park
- Oxnard Beach Park
- Oxnard Community Park East
- Oxnard Community Park West
- Plaza Park
- Pleasant Valley Park
- Rio Lindo Park
- Sea Air Park
- Sea View Park
- Sierra Linda Park
- Southbank Park

- Southwest Community Park
- Southwest Community Park Extension
- Southwinds Park
- Thompson Park
- Via Marina Park
- Wilson Park
- Central Park
- Crescent Park
- East Park
- Vineyards Park
- Windrow Park
- Rio Vista Ballfields
- Rio Del Mar Ballfields
- Westport Park North
- Westport Park South
- Seabridge East
- Seabridge West
- Seabridge South
- Harbor Island Linear Park
- Gateway Park
- Children's Park
- Oxnard Wastewater Treatment Plant
- Headworks Facility

Locations may be added or removed from this agreement as deemed necessary by the City. Future City Locations (Parks or City locations) may be added to this agreement. Prior to the addition of any locations, a written quote for the initial treatment and monthly maintenance costs will be required.

RATES AND COSTS EXHIBIT

Location	Initial Treatment	Monthly Cost
General Fund Parks		
Beck Park	\$84.98	\$84.92
Cabrillo Park	\$149.98	149.15
Carty Park	\$84.98	\$84.92
Civic Center/City Hall	\$149.98	\$149.98
College Estates Park	\$249.98	\$138.38
College Park	\$149.98	\$134.62
Colonia Park	\$166.98	\$164.87
Connelly Park	\$84.98	\$84.92
Del Sol Park	\$199.98	\$154.17
Durley Park	\$124.98	\$124.90
East Village Park	\$149.98	\$149.98
Eastwood Memorial Park	\$124.98	\$124.90
Fire Station #5	\$149.98	\$149.98
Fremont Tot Park	\$84.98	\$84.92
Garden City Acres Park	\$224.98	\$134.62
Johnson Creek Park	\$199.98	\$164.87
Kohala Park	\$424.98	249.73
Lathrop Memorial Park	\$84.98	\$84.92
Lemonwood Park	\$474.98	\$184.32
Marina West Park	\$114.98	\$114.25
Orchard Park	\$219.98	\$224.50
Oxnard Beach Park	\$334.98	\$139.52
Oxnard Community Park East	\$249.98	\$224.35
Oxnard Community Park West	\$199.98	\$197.14
Plaza Park	\$84.98	\$84.92
Pleasant Valley Park	\$249.98	\$199.97
Rio Lindo Park	\$84.98	\$84.92
Sea Air Park	\$234.98	\$149.27
Sea View Park	\$109.98	\$109.25
Sierra Linda Park	\$219.98	\$224.50
Southbank Park	\$374.98	\$284.92
Southwest Community Park	\$449.98	\$399.65
Southwest Community Park Extension	\$249.98	\$235.15
Southwinds Park	\$199.98	\$134.60
Thompson Park	\$84.98	\$84.92
Via Marina Park	\$166.98	\$164.87
Wilson Park	\$259.98	\$94.65

Location	Initial Treatment	Monthly Cost
Special District Parks		
Central Park	\$149.98	\$149.98
Crescent Park	\$149.98	\$149.98
East Park	\$149.98	\$149.98
Vineyards Park	\$149.98	\$149.98
Windrow Park	\$149.98	\$149.98
Rio Vista Ballfields	\$149.98	\$149.98
Rio Del Mar Ballfields	\$149.98	\$149.98
Westport Park North	\$149.98	\$149.98
Westport Park South	\$149.98	\$149.98
Seabridge East	\$149.98	\$149.98
Seabridge West	\$149.98	\$149.98
Seabridge South	\$149.98	\$149.98
Harbor Island Linear Park	\$149.98	\$149.98
Gateway Park	\$149.98	\$149.98
Childrens' Park	\$149.98	\$149.98
Wastewater		
Oxnard Wastewater Treatment Plant	\$279.41	\$279.41
Headworks Facility	\$179.00	\$119.91
Cost for locations currently not identified in scope		
Low Infestation	\$84.98/acre	\$84.98/acre
Medium Infestation	\$109.98/acre	\$109.98/acre
High Infestation	\$134.98/acre	\$134.98/acre

The period of performance anticipated for this agreement shall be for three (3) years, with each year renewable in one (1) year increments beginning April 1st 2022 or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services. Updated annual pricing must be submitted to the City in writing, no later than the January 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 November.

Invoicing:

Invoices will be sent monthly combined into a single invoice for individual divisions (i.e. General Fund Parks, Special District Parks, and Wastewater). Invoices should be electronically submitted to pwinvoices@oxnard.org

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.

**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.

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.

INSURANCE EXHIBIT

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.

1. 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. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. 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.

3. 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).**

4. 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.

5. 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.

6. 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.

11/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

Original endorsements are required for 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 [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$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 Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

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

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

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

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____

Date Signed _____

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

PRODUCER

Telephone:

NAMED INSURED

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

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

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

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

CITY AGREEMENTS/PERMITS**TYPE OF INSURANCE**☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER**OTHER PROVISIONS****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: (____) _____

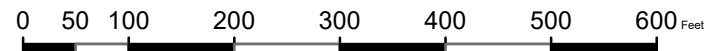
Date Signed _____

CFD PARK TURF MAINTENANCE: LINEAR PARK

1.98 Acres Landscaping



City of Oxnard
Geographic Information Systems
October 2021



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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: CENTRAL PARK

4.17 Acres Landscaping



City of Oxnard
Geographic Information Systems
October 2021



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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



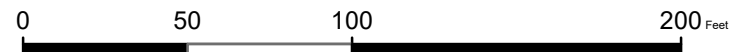
CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: VILLAGE GREEN PARK

1.07 Acres Landscaping



City of Oxnard
Geographic Information Systems
October 2021



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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: EAST PARK

3.85 Acres Landscaping



CFD PARK TURF MAINTENANCE: GATEWAY PARK

2.55 Acres Landscaping



City of Oxnard
Geographic Information Systems
October 2021



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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: WINDROW PARK

4.41 Acres Landscaping



City of Oxnard
Geographic Information Systems
October 2021

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

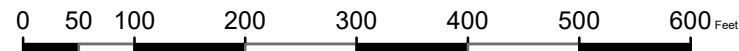
 CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: VINEYARDS PARK

4.21 Acres Landscaping



City of Oxnard
Geographic Information Systems
October 2021



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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: WESPORT PARK NORTH

2.89 Acres Landscaping



City of Oxnard
Geographic Information Systems
October 2021

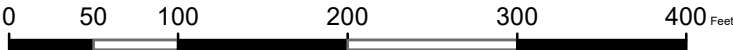
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

 CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: WESPORT PARK SOUTH

1.03 Acres Landscaping



 CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: CRESCENT PARK

1.91 Acres Landscaping



City of Oxnard
Geographic Information Systems
October 2021



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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: CHILDRENS' PARK

0.31 Acres Landscaping



City of Oxnard
Geographic Information Systems
October 2021



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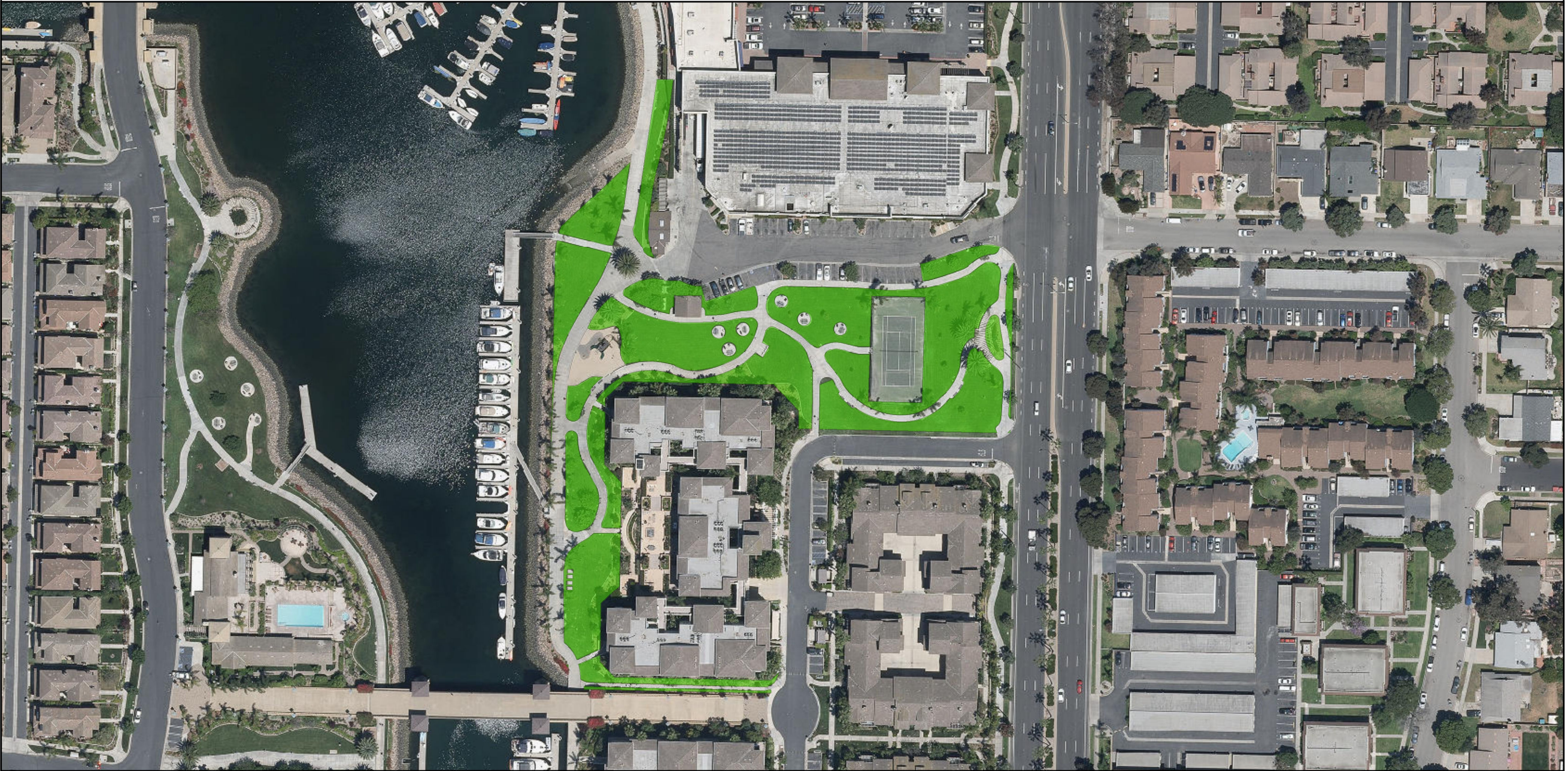


Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

 CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: SEABRIDGE EAST

1.64 Acres Landscaping



City of Oxnard
Geographic Information Systems
October 2021



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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

 CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: SEABRIDGE SOUTH

0.89 Acres Landscaping



City of Oxnard
Geographic Information Systems
October 2021



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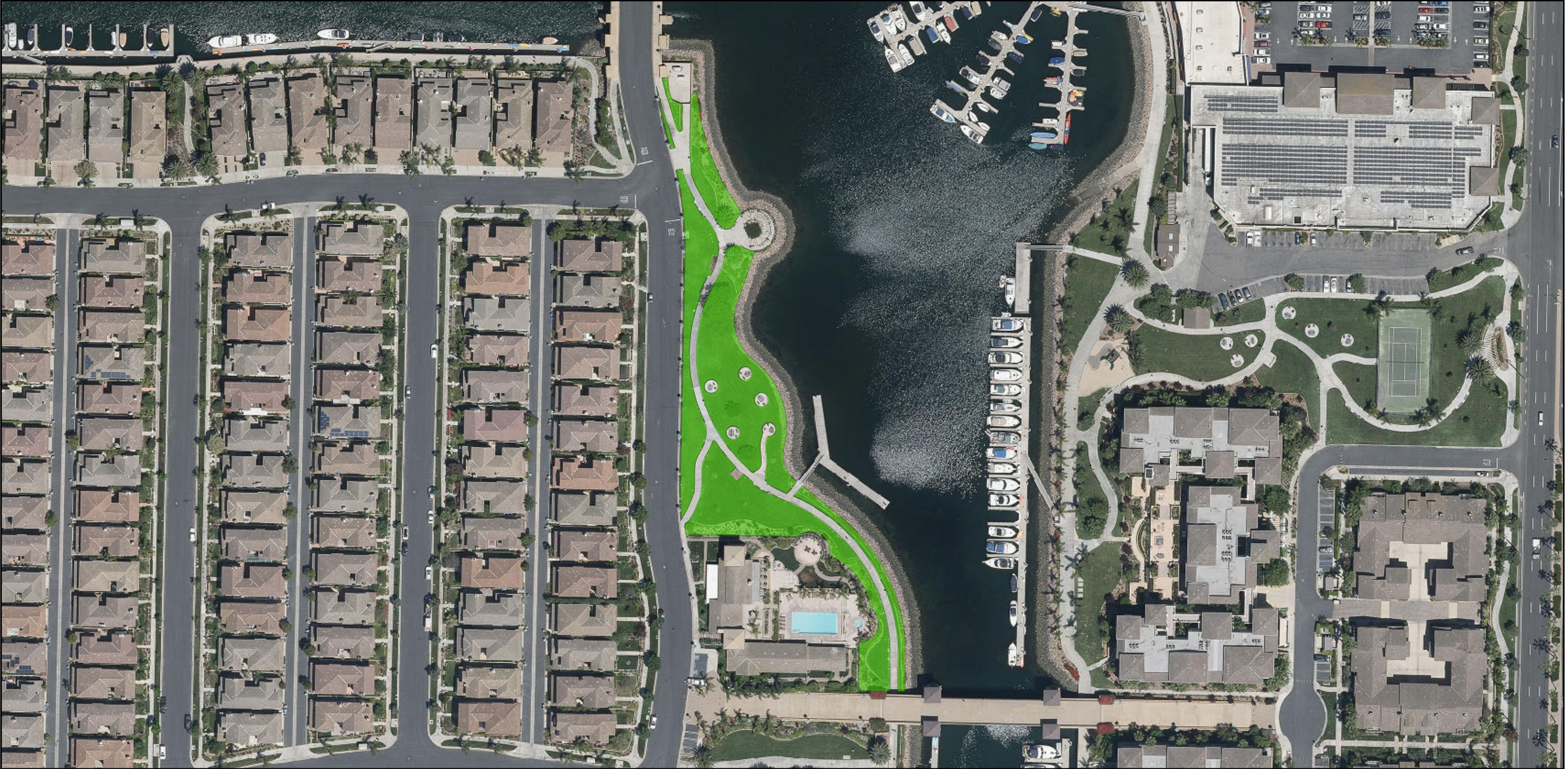


Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

 CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: SEABRIDGE WEST

0.92 Acres Landscaping

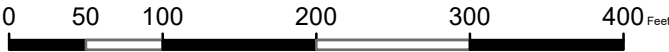


CFD PARK TURF MAINTENANCE: RIO DEL MAR

3.62 Acres Landscaping



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Geographic Information Systems
October 2021



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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

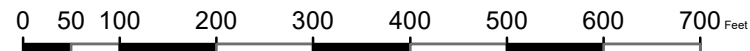
 CFD Maintained Parks Landscape Areas

CFD PARK TURF MAINTENANCE: RIO VISTA

8.5 Acres Landscaping



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Geographic Information Systems
October 2021



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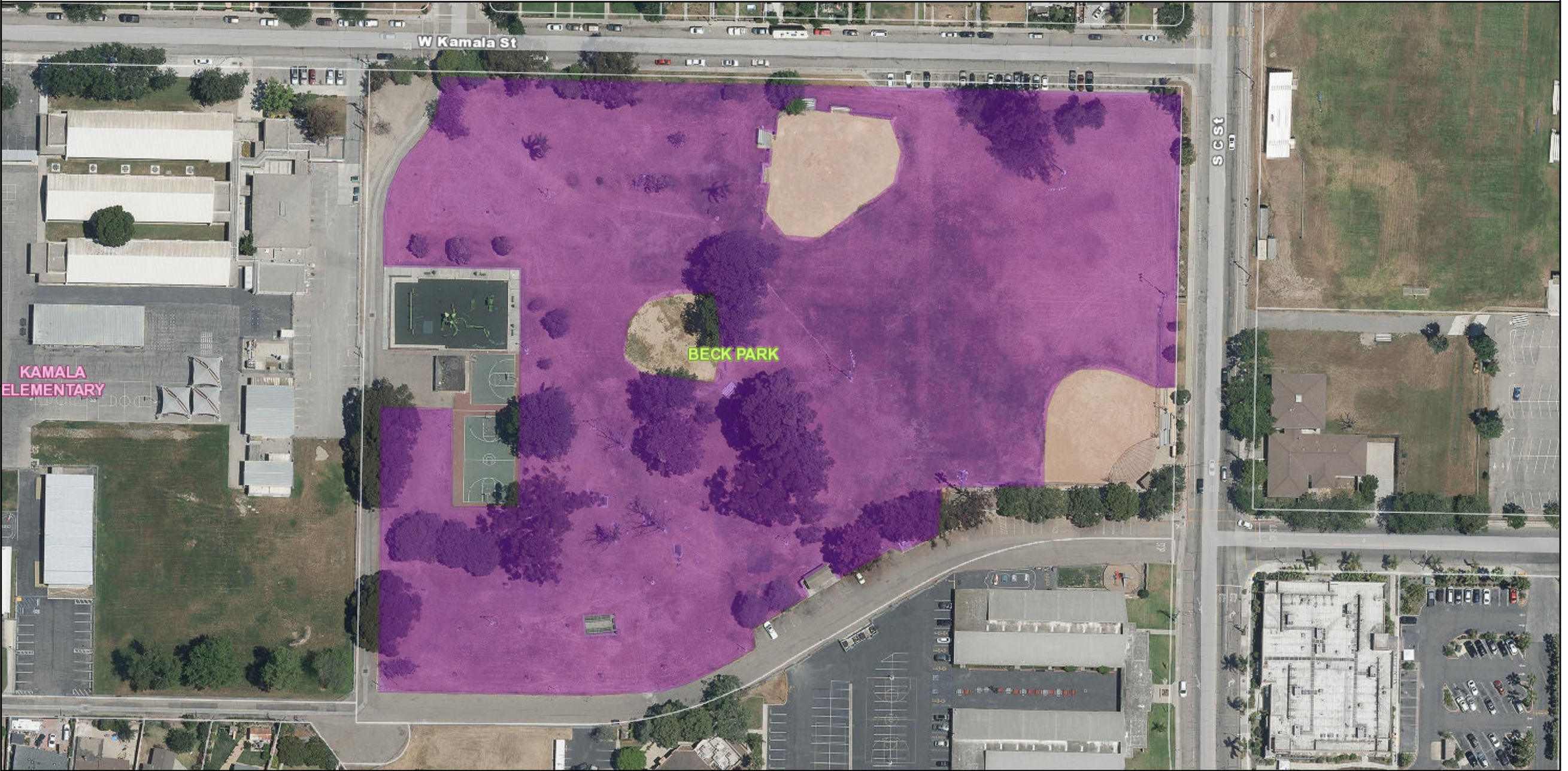
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



CFD Maintained Parks Landscape Areas

GENERAL SERVICES PARK GOPHER MAINTENANCE: BECK PARK

~7.75 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: CABRILLO PARK

~5.19 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: CARTY PARK

~3.52 ACRES



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 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: COLLEGE ESTATES PARK

~5.58 ACRES



 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: COLLEGE PARK

~26.79 ACRES



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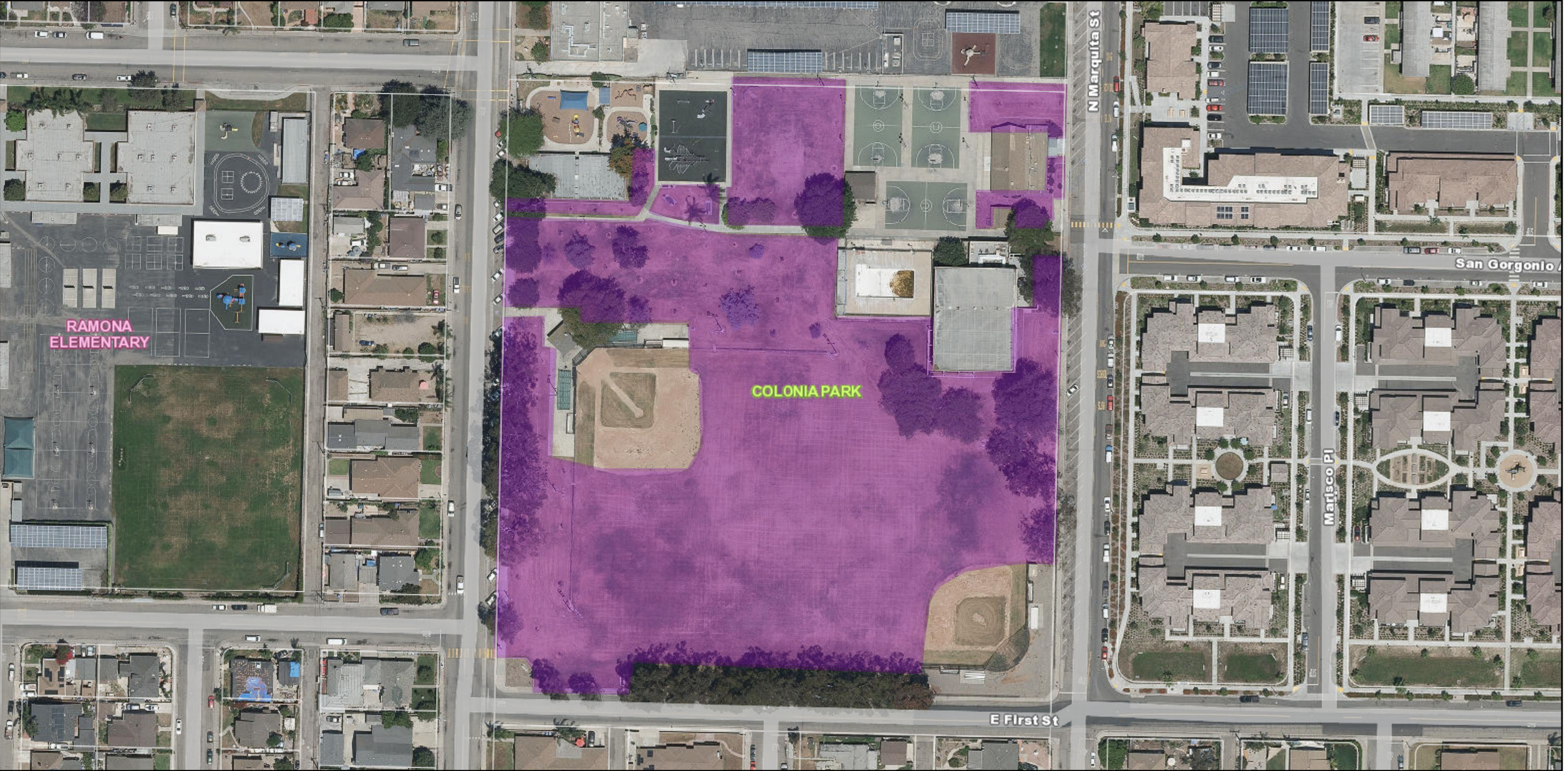
 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



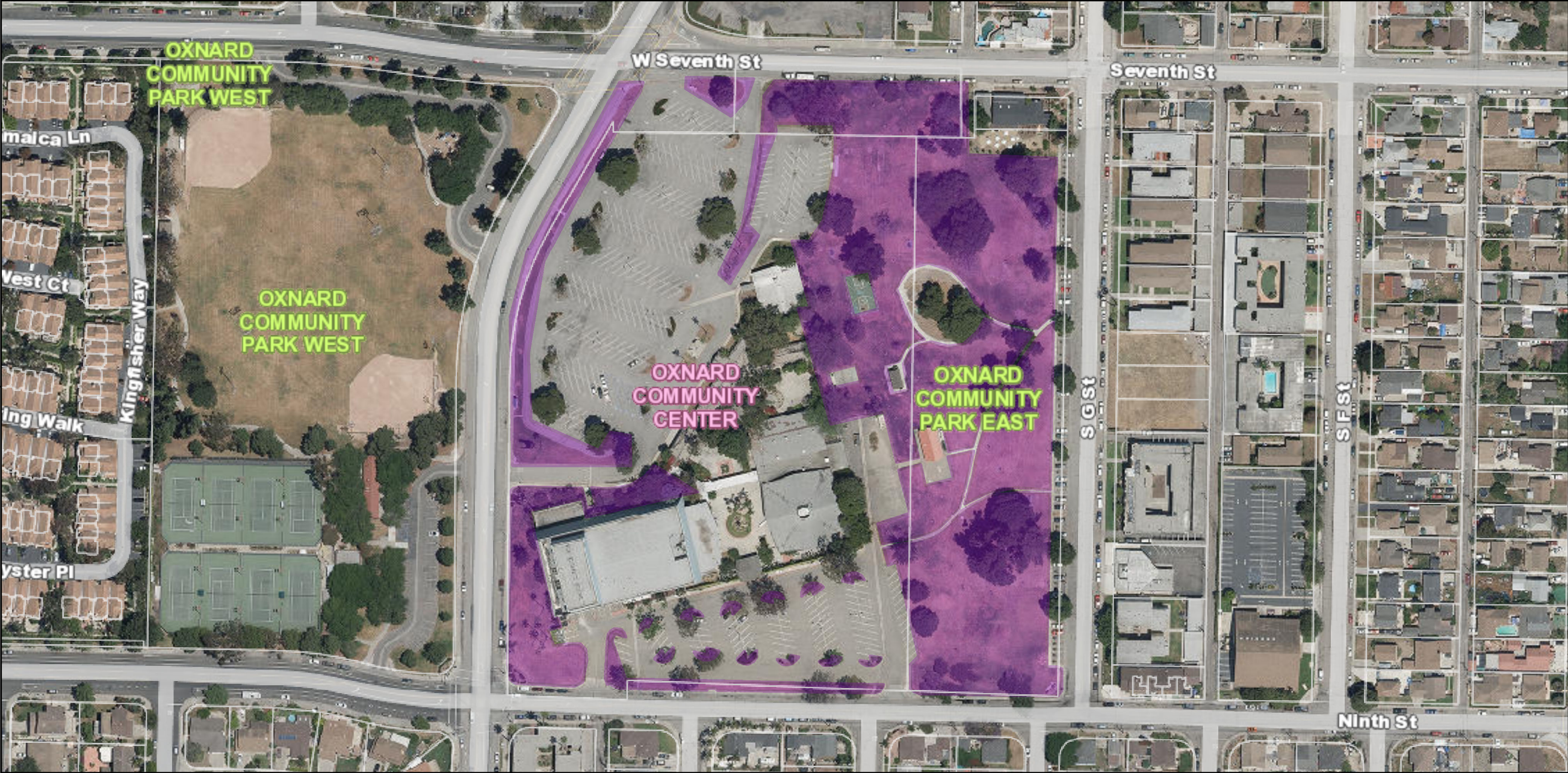
GENERAL SERVICES PARK GOPHER MAINTENANCE: COLONIA PARK

~5.42 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: COMMUNITY CENTER PARK EAST

~7.04 ACRES



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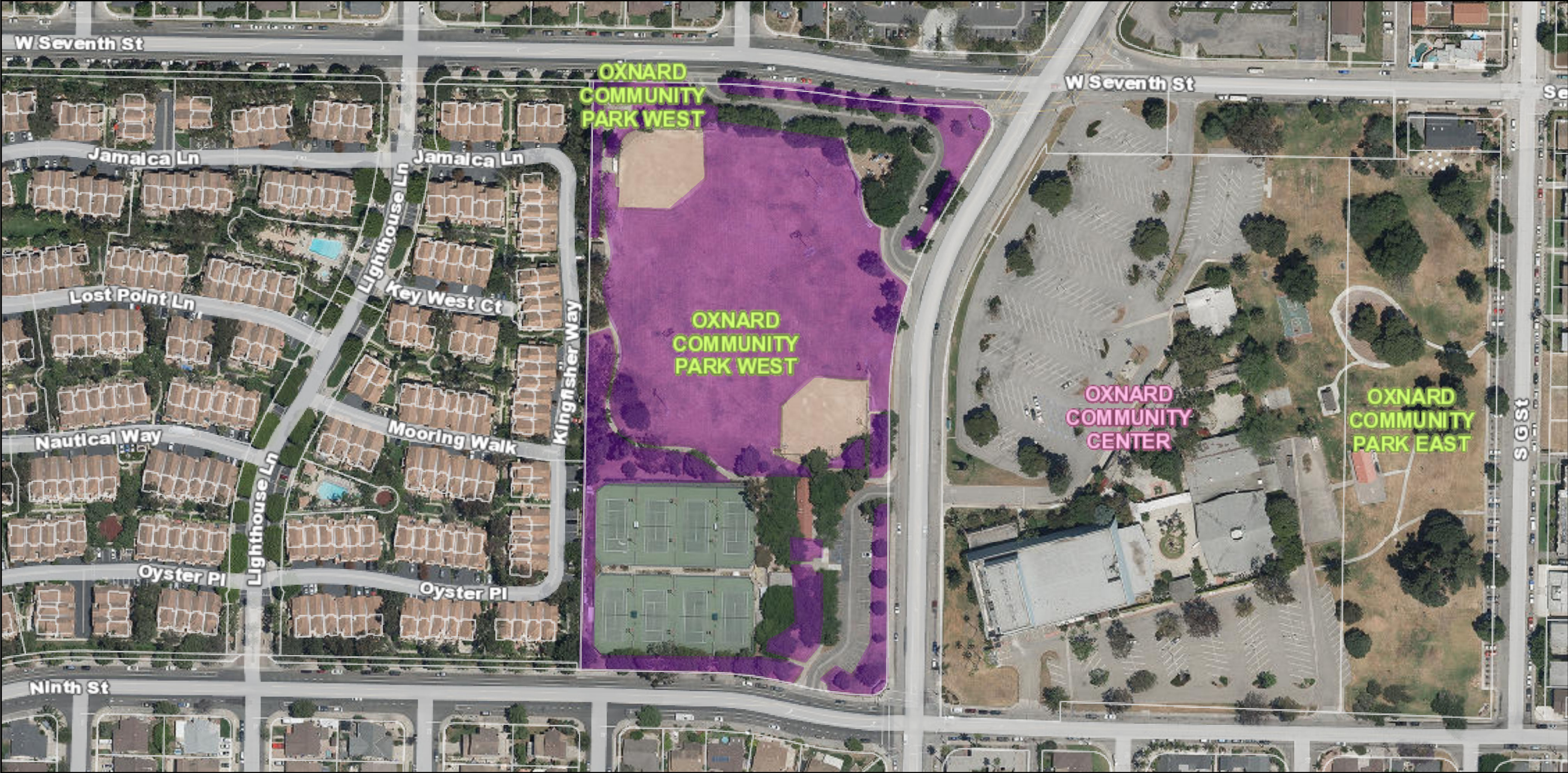
 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: COMMUNITY CENTER PARK WEST

~5.49 ACRES

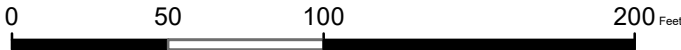


GENERAL SERVICES PARK GOPHER MAINTENANCE: CONNELLY PARK

~1.85 ACRES



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 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: DEL SOL PARK

~11 ACRES



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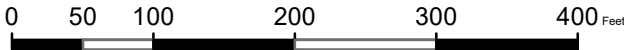
 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: DURLEY PARK

~9.3 ACRES



 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: EAST VILLAGE PARK

~5.47 ACRES



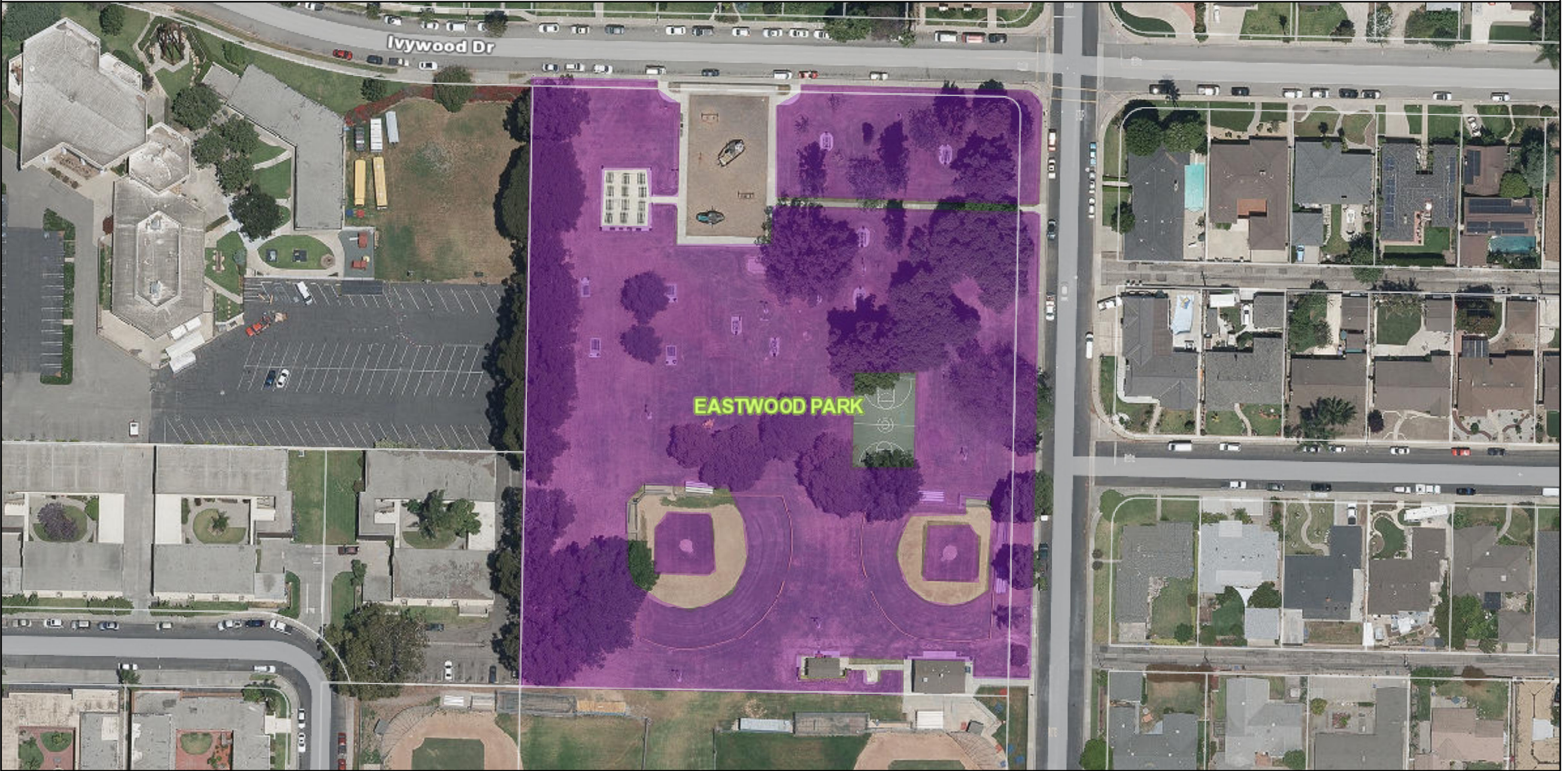
 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: EASTWOOD PARK

~3.79 ACRES



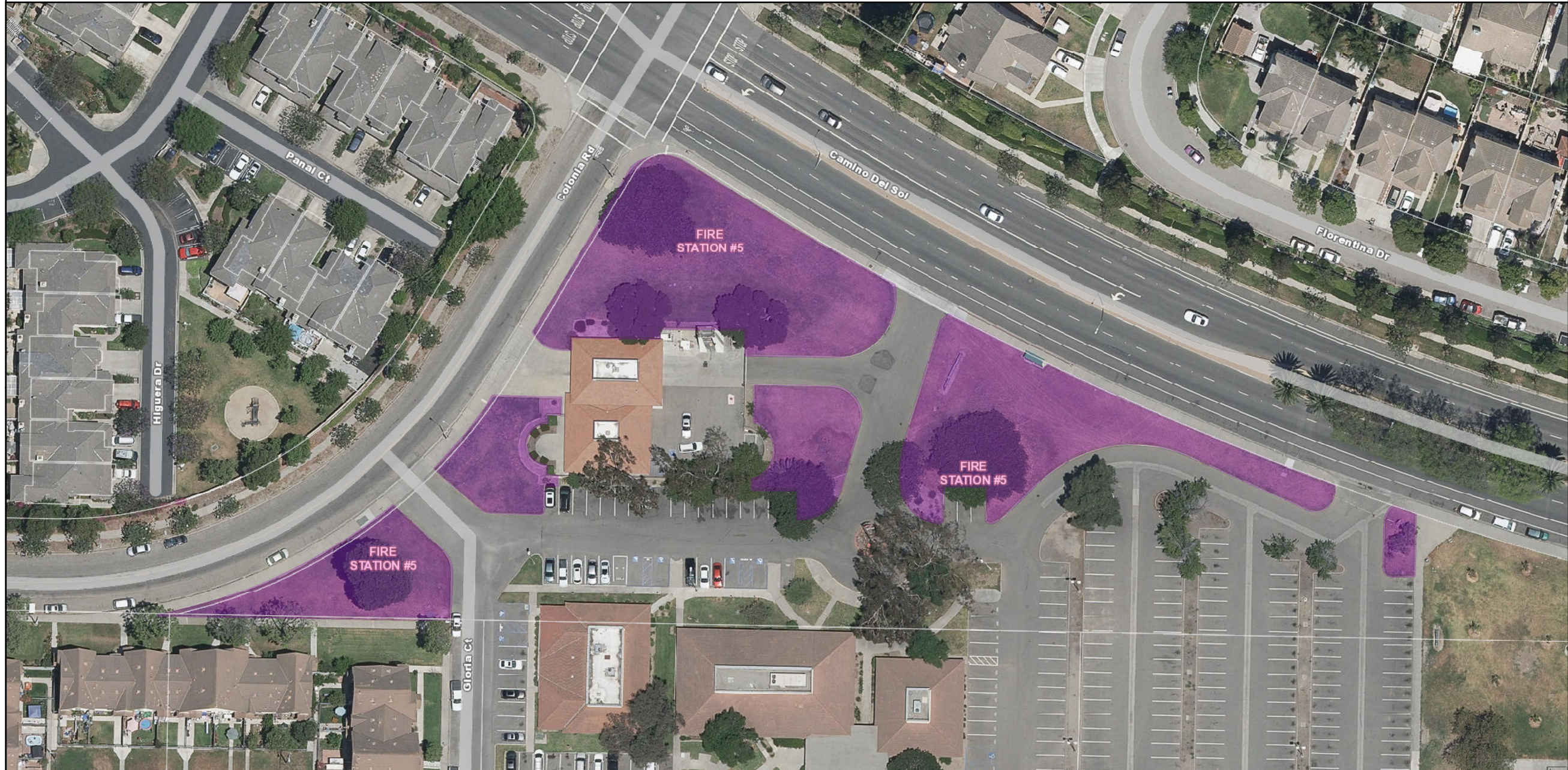
 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

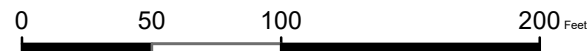


GENERAL SERVICES PARK GOPHER MAINTENANCE: FIRE STATION #5

~1.08 ACRES



City of Oxnard
Geographic Information Systems
October 2021



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 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: FREMONT TOT PARK

~0.46 ACRES



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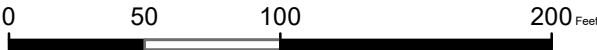
 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: GARDEN CITY ACRES PARK

~3.85 ACRES



 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



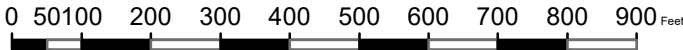
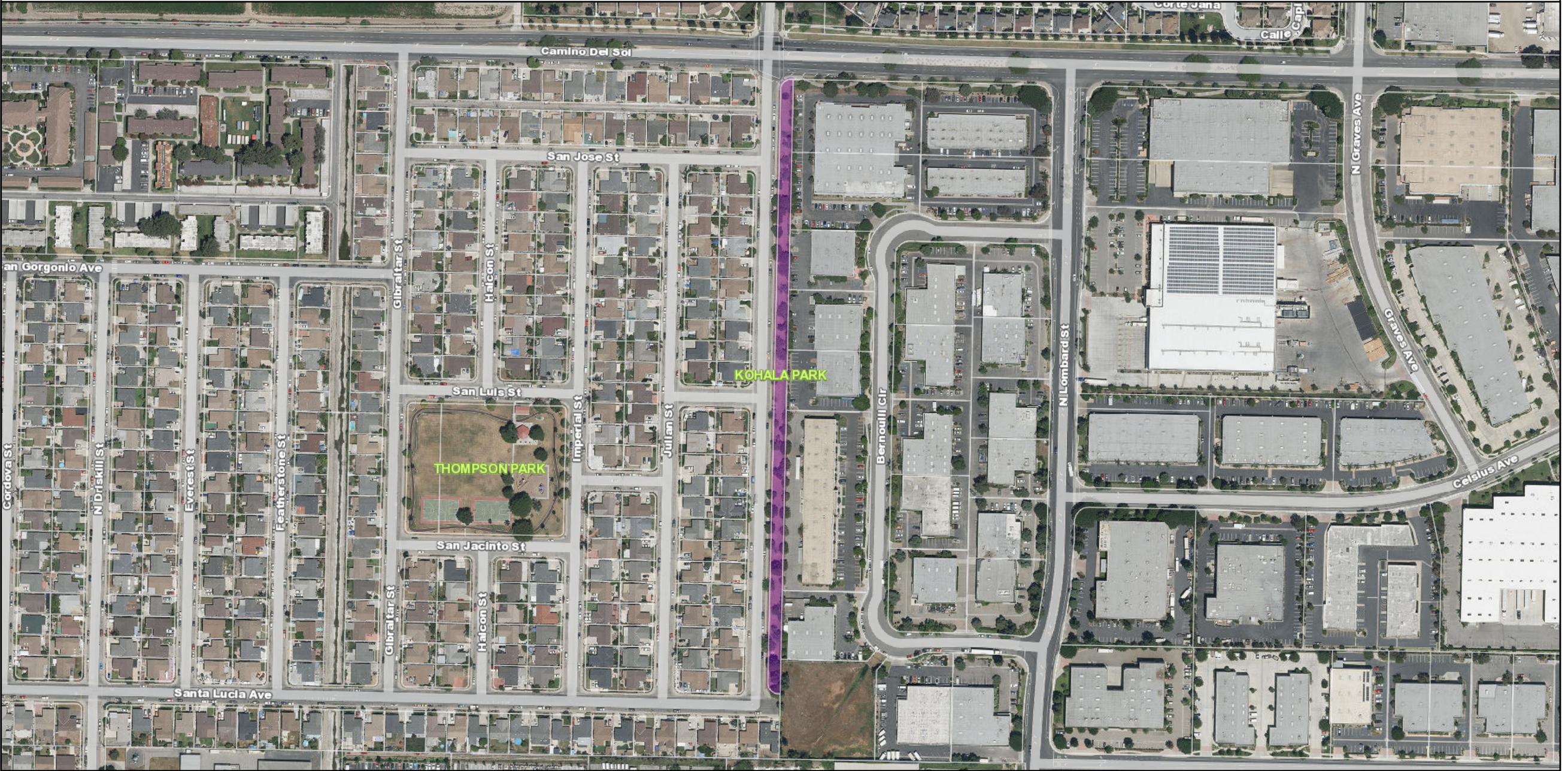
GENERAL SERVICES PARK GOPHER MAINTENANCE: JOHNSON CREEK PARK

~7.46 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: KOHALA PARK

~1.01 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: LATHROP PARK

~2.33 ACRES



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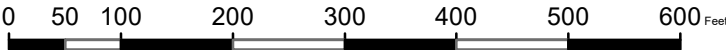
 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: LEMONWOOD PARK

~7.43 ACRES



 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: MARINA WEST PARK

~5.65 ACRES



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 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: ORCHARD PARK

~9.08 ACRES



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 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



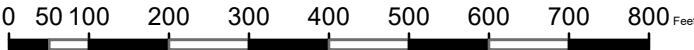
GENERAL SERVICES PARK GOPHER MAINTENANCE: OXNARD BEACH PARK

~10.1 ACRES



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Geographic Information Systems
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 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: OXNARD BEACH PARK

~2.65 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: PLAZA PARK

~1.38 ACRES



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 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: PLEASANT VALLEY PARK

~8.11 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: RIO LINDO PARK

~6.34 ACRES



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 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



GENERAL SERVICES PARK GOPHER MAINTENANCE: SEA AIR PARK

~7.2 ACRES



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 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

GENERAL SERVICES PARK GOPHER MAINTENANCE: SEAVIEW PARK

~5.33 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: SIERRA LINDA PARK

~5 ACRES



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 Gopher Management Areas

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County of Ventura GIS Department



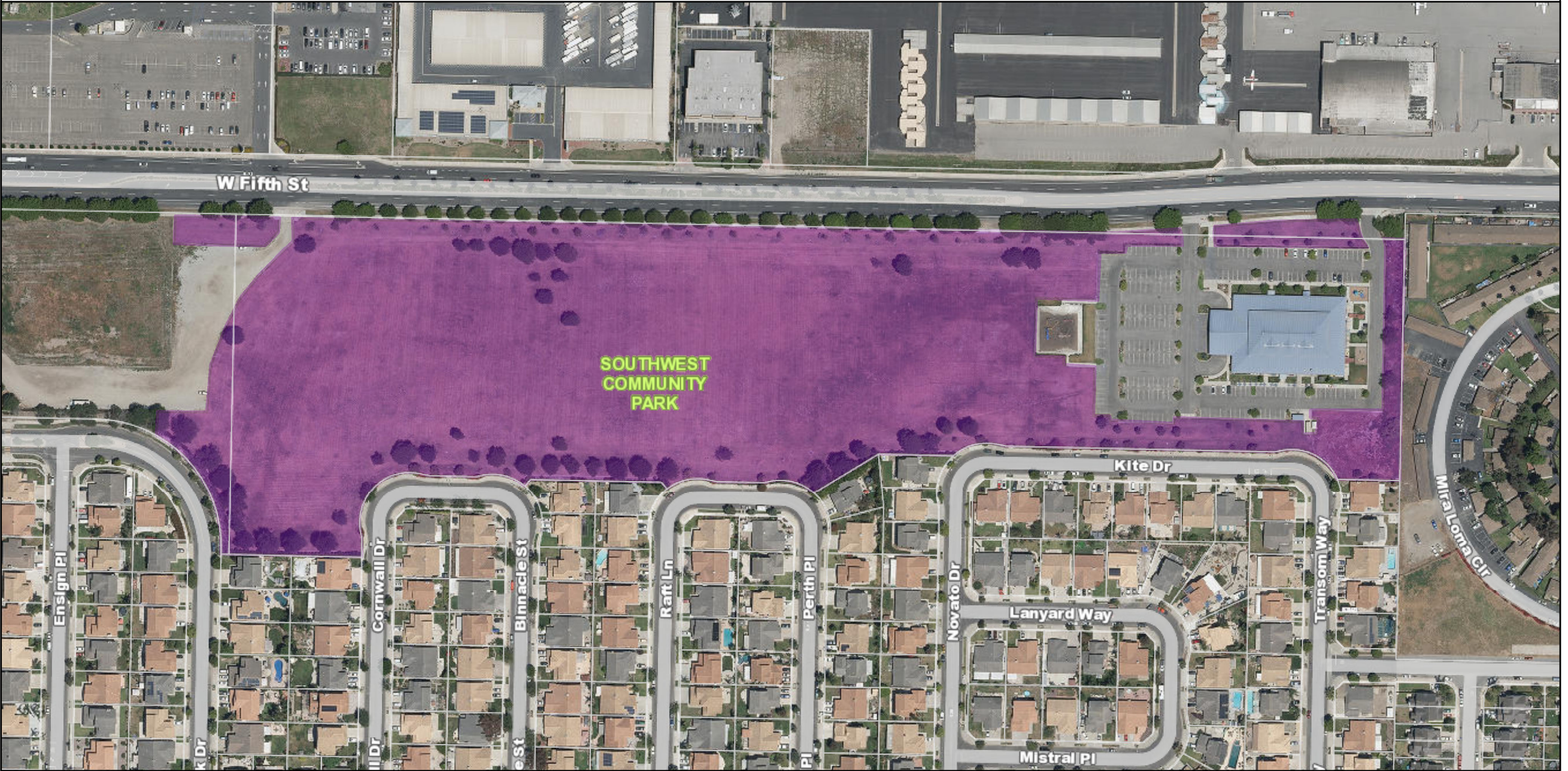
GENERAL SERVICES PARK GOPHER MAINTENANCE: SOUTHBANK PARK

~5.66 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: SOUTHWEST COMMUNITY PARK

Agreement No. A-8422
~18.39 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: SOUTHWEST COMMUNITY PARK EXT

Agreement No. A-8422
~5.08 ACRES



SOUTHWEST
COMMUNITY
PARK

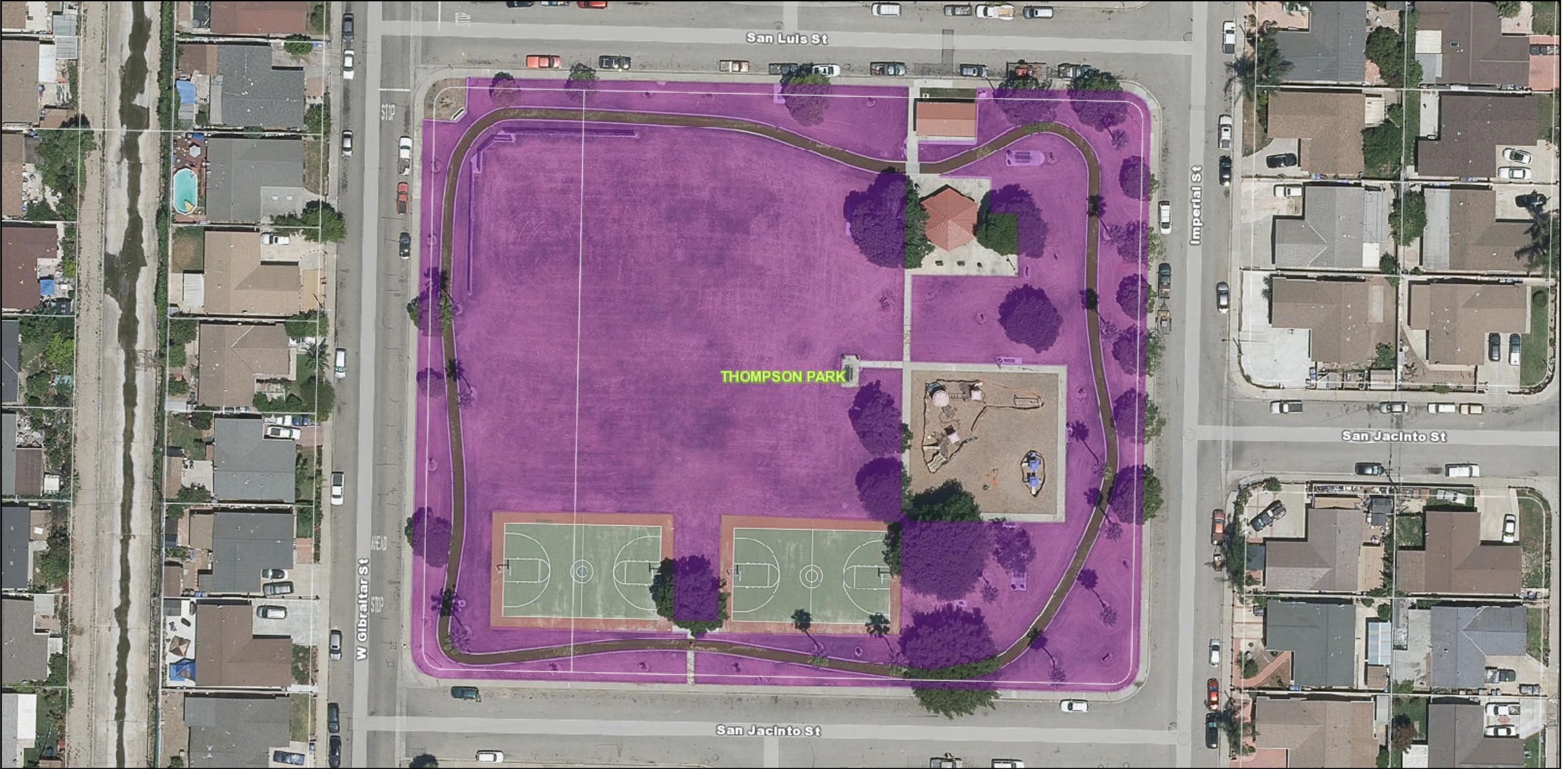
GENERAL SERVICES PARK GOPHER MAINTENANCE: SOUTHWINDS PARK

Agreement No. A-8422
~5.91 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: THOMPSON PARK

Agreement No. A-8422
~2.1 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: VIA MARINA PARK

Agreement No. A-8422
~11.11 ACRES

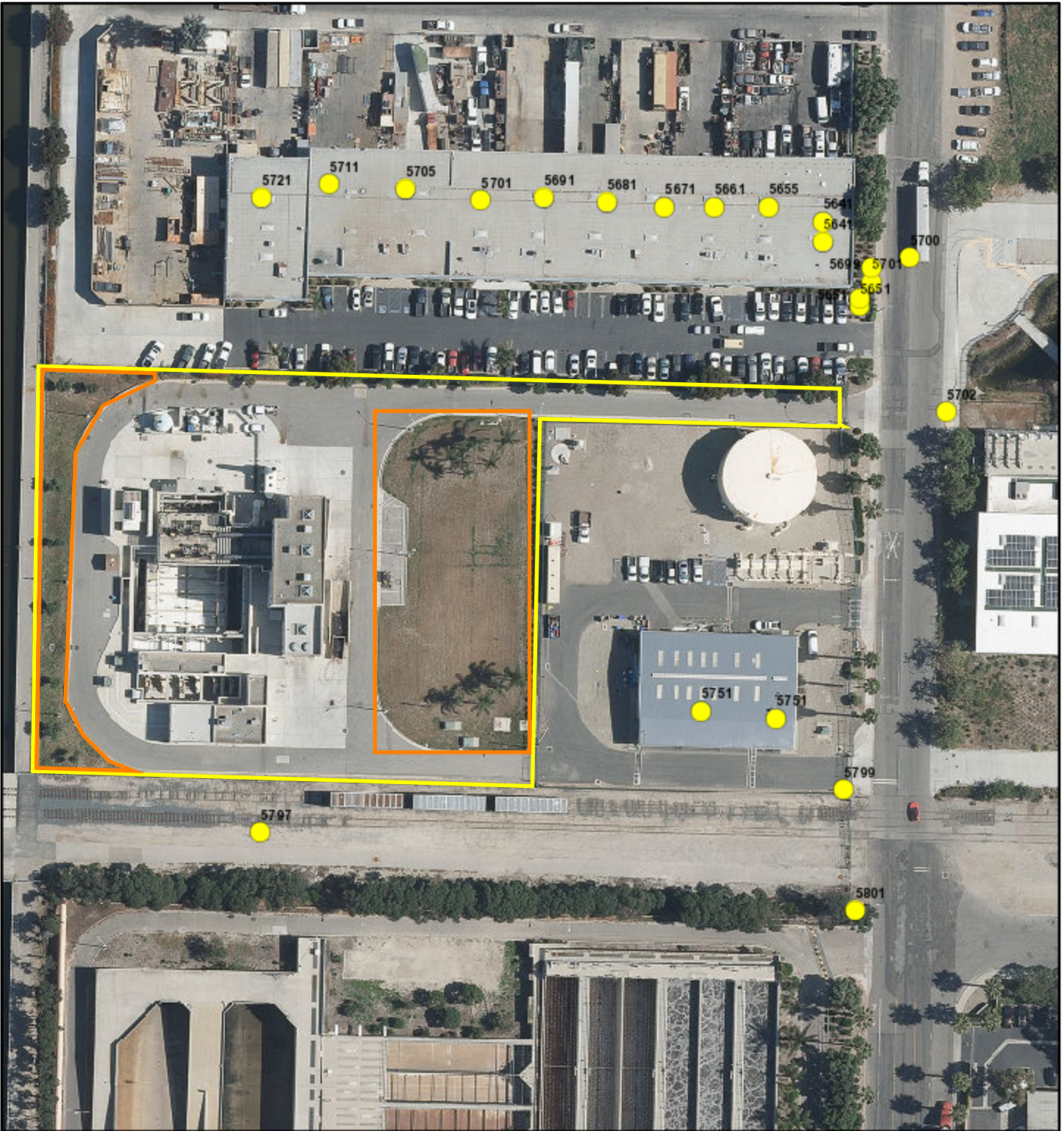


GENERAL SERVICES PARK GOPHER MAINTENANCE: WILSON PARK

Agreement No. A-8422
~2.37 ACRES



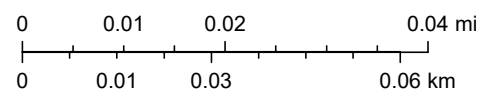
Headworks Facility 5741 Perkins Rd



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Parcels

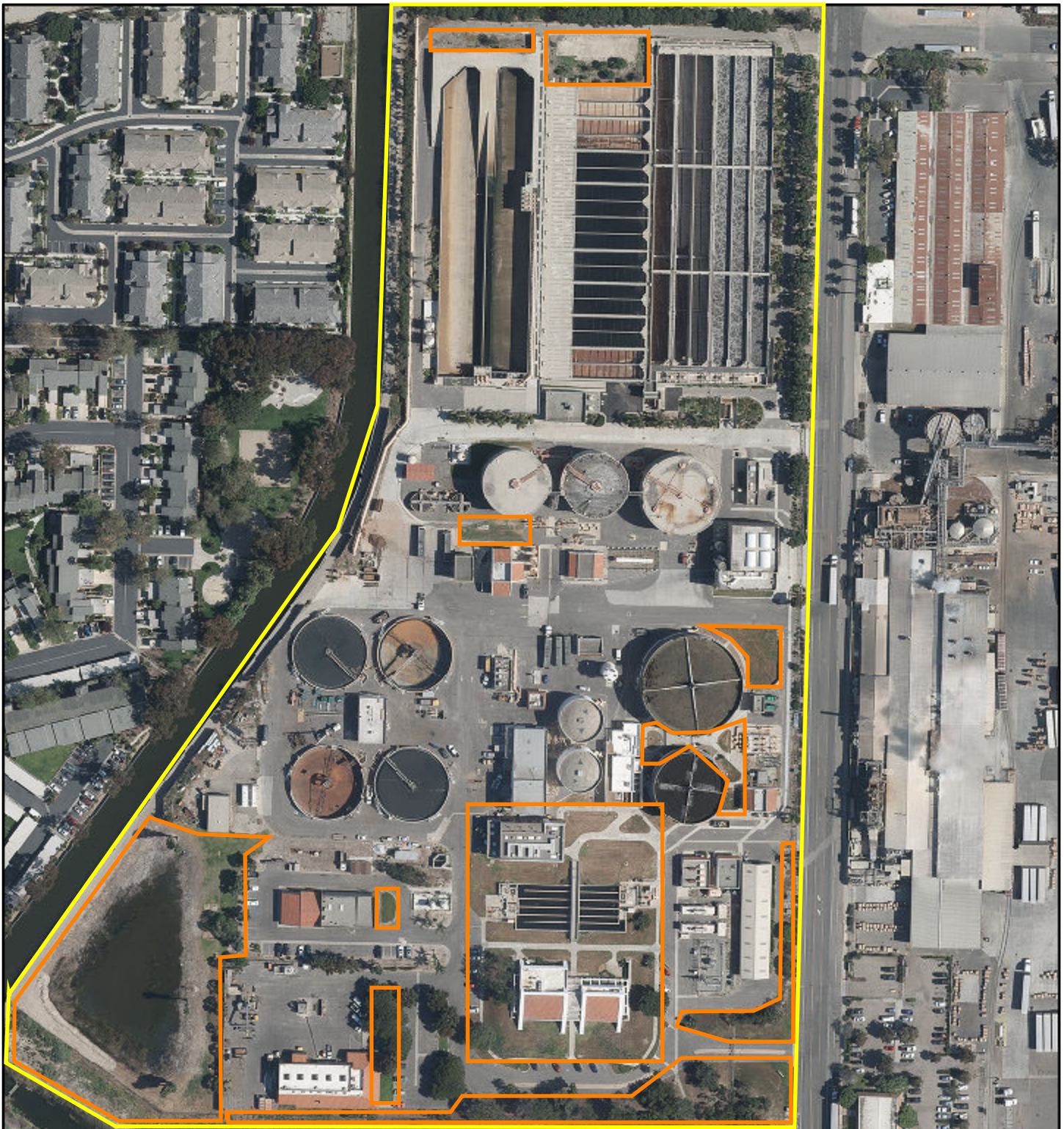


Site Area

Service Area

City of Oxnard GIS

Wastewater Treatment Plant 6001 Perkins Rd



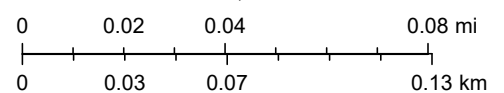
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Parcels

Site Area

Service Area

1:2,400



City of Oxnard GIS



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

DATE: March 1, 2022

TO: City Council

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

SUBJECT: Agreements for On-Call Professional Engineering Services.

RECOMMENDATION

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

1. Agreement A-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.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

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

DISCUSSION

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

No.	Consultant	Term	Amount	Scope of Services
1	Huitt-Zollars, Inc.	3 Year	\$250,000	• Roadway & Structures Engineering
2	Brown and Caldwell	3 Year	\$750,000	• Utility Engineering
3	Dudek	3 Year	\$1,000,000	• Utility Engineering • Drainage, Hydrology, Hydraulic Engineering
4	AECOM Technical Services, Inc.	3 Year	\$500,000	• Utility Engineering
5	Hamner, Jewell & Associates	3 Year	\$500,000	• Real Property Services/Right of Way Acquisition Mapping
6	Kier & Wright Civil Engineers and Surveyors, Inc.	3 Year	\$500,000	• Surveying
7	Wallace Group	3 Year	\$500,000	• Drainage, Hydrology, Hydraulic Engineering
8	Pacific Coast Land Design, Inc.	3 Year	\$1,000,000	• Landscape Architecture & Park Design
9	KTU&A	3 Year	\$1,000,000	• Landscape Architecture & Park Design
10	Cumming Management Group, Inc.	3 Year	\$750,000	• Labor Compliance
11	CSG Consultants, Inc.	3 Year	\$500,000	• Development Plan Check
12	Transtech Engineers, Inc.	3 Year	\$500,000	• Development Plan Check

Professional services under this agreement will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective

method to complete the work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Projects with special requirements (i.e. federally funded) will be publicly bid separately when required.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

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

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 8, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement A-8432
2. Agreement A-8399
3. Agreement A-8410
4. Agreement A-8415
5. Agreement A-8417
6. Agreement A-8435
7. Agreement A-8423
8. Agreement A-8416
9. Agreement A-8419
10. Agreement A-8420
11. Agreement A-8424
12. Agreement A-8421

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: **HUITT-ZOLLARS, INC.**
- (3) Services: On-Call Professional Roadway and Structures Engineering Services
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date stated above.
- (5) Agreement Ending Date: February 28, 2025
- (6) Total Agreement Amount: The Total Agreement Amount shall not exceed two hundred and fifty thousand dollars (\$250,000) during the three (3) year Agreement Term.
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: Kevin C. Carter, PE, Vice President/Managing Principal
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Huitt-Zollars, Inc.
90 E. Thousand Oaks Blvd, Suite 201
Thousand Oaks, CA 91360
Attn: Kevin C. Carter, PE, Vice President

FOR CITY:

City of Oxnard Public Works Engineering
305 West Third Street, 2nd Floor East
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:
kcarter@huitt-zollars.com

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

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

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

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

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

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

16. Documents and Materials.

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

HUITT-ZOLLARS, INC.

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

Kevin Carter, Vice President² _____ Date _____

John Anthony Sosebee, 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; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 1

ROADWAY AND STRUCTURES ENGINEERING

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

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

Subcategory 1.1 – Pavement

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

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

Subcategory 1.2 – Structures

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

Subcategory 1.3 – Quality Control/Quality Assurance

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

RATES AND COSTS EXHIBIT



City of Oxnard On-Call 2022-2024

	2022	2023	2024
<u>Engineering/Architecture</u>			
Principal	\$ 275.00	\$ 280.00	\$ 290.00
Sr. Project Manager	\$ 250.00	\$ 255.00	\$ 260.00
QA Manager	\$ 230.00	\$ 235.00	\$ 240.00
Project Manager	\$ 225.00	\$ 230.00	\$ 235.00
Sr. Civil Engineer	\$ 225.00	\$ 230.00	\$ 235.00
Sr. Traffic Engineer	\$ 215.00	\$ 220.00	\$ 225.00
Sr. Structural Engineer	\$ 215.00	\$ 220.00	\$ 225.00
Sr. Mechanical Engineer	\$ 190.00	\$ 195.00	\$ 200.00
Sr. Electrical Engineer	\$ 195.00	\$ 195.00	\$ 200.00
Civil Engineer	\$ 170.00	\$ 175.00	\$ 180.00
Traffic Engineer	\$ 170.00	\$ 175.00	\$ 180.00
Structural Engineer	\$ 170.00	\$ 175.00	\$ 180.00
Mechanical Engineer	\$ 170.00	\$ 175.00	\$ 180.00
Electrical Engineer	\$ 170.00	\$ 175.00	\$ 180.00
Plumbing Engineer	\$ 170.00	\$ 175.00	\$ 180.00
EIT	\$ 145.00	\$ 150.00	\$ 155.00
Sr. Designer	\$ 185.00	\$ 190.00	\$ 195.00
Designer	\$ 160.00	\$ 165.00	\$ 170.00
Sr. CAD Technician	\$ 150.00	\$ 155.00	\$ 160.00
CAD Technician	\$ 115.00	\$ 120.00	\$ 125.00
Sr. Architect	\$ 210.00	\$ 215.00	\$ 220.00
Architect	\$ 195.00	\$ 200.00	\$ 205.00
Architect Intern 3	\$ 160.00	\$ 165.00	\$ 170.00
Architect Intern 2	\$ 135.00	\$ 140.00	\$ 145.00
Architect Intern 1	\$ 120.00	\$ 125.00	\$ 130.00
Sr. Interior Designer	\$ 185.00	\$ 190.00	\$ 195.00
Interior Designer	\$ 130.00	\$ 135.00	\$ 140.00
<u>Administrative</u>			
Sr. Project Support	\$ 110.00	\$ 115.00	\$ 120.00
Project Support	\$ 80.00	\$ 85.00	\$ 90.00
<u>Survey</u>			
Survey Manager	\$ 220.00	\$ 230.00	\$ 235.00
Sr. Project Surveyor	\$ 185.00	\$ 190.00	\$ 195.00
Project Surveyor	\$ 160.00	\$ 165.00	\$ 170.00
Survey Technician	\$ 125.00	\$ 130.00	\$ 135.00
<u>Survey Crews</u>			
1-Person Survey Crew	\$ 170.00	\$ 175.00	\$ 180.00
2-Person Survey Crew	\$ 255.00	\$ 265.00	\$ 275.00
3-Person Survey Crew	\$ 320.00	\$ 335.00	\$ 345.00
<u>Construction</u>			
Construction Manager	\$ 185.00	\$ 190.00	\$ 195.00
Resident Engineer	\$ 170.00	\$ 175.00	\$ 180.00
Sr. Project Representative	\$ 125.00	\$ 130.00	\$ 135.00
Resident Project Representative	\$ 100.00	\$ 105.00	\$ 110.00
<u>Reimbursable Expenses</u>			
Consultants	Cost + 10%		
Other Direct Costs	Cost + 10%		
Mileage	IRS Standard Business Mileage Rate		

For Subsequent years and/or contract extensions, a 3% annual escalation to the last shown rate will be added.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

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

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8432
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

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				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	
PRODUCER	
POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:	
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	
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 regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.	
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.	
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.	
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.	
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.	
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).	
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.	
ENDORSEMENT HOLDER	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	
AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed	

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: Brown and Caldwell
- (3) Services: On-call Utility Engineering Services
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above
- (5) Agreement Ending Date: March 1, 2025
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Timothy Beaman, P.E., Supervising Civil Engineer
- (8) Consultant's Project Manager: Adam Zacheis, P.E., Principal-in-Charge
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Brown and Caldwell
1000 Wilshire Blvd, Suite 1690
Los Angeles, CA 90017
Attn: Adam Zacheis, P.E.

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

azacheis@brwnncald.com

FOR CITY:

City of Oxnard
305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Timothy Beaman, P.E.,

CITY'S PROJECT MANAGER:

timothy.beaman@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion in accordance with generally accepted professional engineering standard of care, skill and diligence normally provided by a professional engineer in the performance of similar consulting services, at the time services are rendered.

3. Correction of Errors. Consultant shall reperform such work as may be necessary to correct errors in the Services that do not meet the standards described in Section 2. Standard of Performance without additional cost to the City. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

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

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

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: pwinvoices@oxnard.org. The City shall pay all undisputed invoices within thirty (30) days after receipt of an invoice.

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court

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

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

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

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

16. Documents and Materials.

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

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

e. If Consultant's performance of services requires Consultant to rely on Confidential Information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by City.

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

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

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

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

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.
22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.
23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant’s prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.
25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.
26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the reasonable 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.
- a. While Consultant has made reasonable efforts to incorporate into its plan for the Project any known current project impacts of the COVID-19 pandemic, Consultant has not accounted for, and is not responsible for, unknown future changes due to the COVID-19 pandemic, including, without limitation, additional restrictions by government agencies or others (such as the availability of the site for access or the availability of client or consultant staff or others) to the extent they delay or otherwise impact the Project. In that event, Consultant will notify the City and work in good faith to equitably address any unexpected impacts therefrom.
29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

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

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

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

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

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

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

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

38. Opinion of Probable Costs. City acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. City acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

39. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident Consultant, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance guarantee with respect to the performance of a contractor. Consultant has no authority to

exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.

40. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

[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

BROWN AND CALDWELL

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

Richard M. D’Amato, CEO ² _____ Date

Robert D. Goodson, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 3 – UTILITY ENGINEERING

Utility Engineering services may include but not be limited to planning, policy & regulations, feasibility studies, hydraulic modeling, design, documentation, and construction management for the following:

- Water Distribution
 - Pump stations
 - Pipelines
- Water Treatment
 - Desalter groundwater treatment
- Water Production
 - Wells
 - Blending stations
- Wastewater Collection
 - Gravity sewer lines
 - Manholes
 - Lift Stations
 - Force mains
- Wastewater Treatment
 - Plant hydraulics
 - Odor control
 - Optimization
 - Cogen
- Advanced Water Purification
 - RO membrane treatment
 - Regulatory compliance
 - Distribution
 - Groundwater recharge
- Storm Water Collection
- Chemical storage and dosing
- Pumps (water distribution, sewer lift stations, chemical dosing)
- Motors (Electrical, diesel, and natural gas)
- Material specification
- Electrical
 - Panels
 - Loading
 - Standby Power

- Variable frequency drives
- SCADA
 - PLCs
 - Equipment Specification

RATES AND COSTS EXHIBIT

Brown and Caldwell Schedule of Hourly Billing Rates

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A			Office/Support Services I	\$60
B	Drafter Trainee	Field Service Technician I	Word Processor I Office/Support Services II	\$68
C	Assistant Drafter	Field Service Technician II	Word Processor II Office/Support Services III	\$81
D	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	\$84
E	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	\$94
F	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	\$116
G	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	\$138
H	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	\$160
I	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corp.Contract Administrator	\$193
J	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	\$218
K	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	\$255
L	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$279
M	Vice President			\$299
N	Senior Vice President			\$299



440 E. Corporate Dr., Suite 103,
Meridian, ID 83642
www.dcengineering.net

Proposal Agreement to Perform Engineering Services for Brown & Caldwell

Date: January 18, 2022

Project Name: City of Oxnard Engineering
On-Call Rate Schedule

Services Performed For:

Brown & Caldwell

Via Email

Adam Zacheis <AZacheis@BrwnCald.com>

2022- 2023 billing rates are as follows:

Item Description	Per Hour
Principal Engineer, PE	\$210
Professional Engineer, PE	\$180
Engineer	\$125
Engineer EIT	\$90
Project Manager	\$150
Programmer/System Integrator	\$180
Commissioning Agent	\$150
Designer	\$115
Modeling	\$105
Drafting	\$85
Intern	\$45
Administration	\$75

Reimbursable expenses, if any, will be billed at cost plus 10 percent.

2023- 2024 billing rates are as follows:

Item Description	Per Hour
Principal Engineer, PE	\$216
Professional Engineer, PE	\$185
Engineer	\$129
Engineer EIT	\$93
Project Manager	\$155
Programmer/System Integrator	\$185
Commissioning Agent	\$155
Designer	\$118
Modeling	\$108
Drafting	\$88
Intern	\$46
Administration	\$77

Reimbursable expenses, if any, will be billed at cost plus 10 percent.

2024- 2025 billing rates are as follows:

Item Description	Per Hour
Principal Engineer, PE	\$223
Professional Engineer, PE	\$191
Engineer	\$133
Engineer EIT	\$95
Project Manager	\$159
Programmer/System Integrator	\$191
Commissioning Agent	\$159
Designer	\$122

Item Description	Per Hour
Modeling	\$111
Drafting	\$90
Intern	\$48
Administration	\$80

Reimbursable expenses, if any, will be billed at cost plus 10 percent.



2021-2022 FEE SCHEDULE

<u>Personnel Category</u>	<u>Average Hourly Rate</u>
Principal Engineer	\$220.00
Project Manager	\$200.00
Project Engineer	\$175.00
Staff Engineer	\$140.00
Technician/Drafter	\$110.00
Clerical/Administrative Support	\$85.00

Direct expenses (e.g., mileage, printing, etc.) will be billed at cost.



2023-2025 FEE SCHEDULE

<u>Personnel Category</u>	<u>Average Hourly Rate</u>
Principal Engineer	\$245.00
Project Manager	\$230.00
Project Engineer	\$210.00
Staff Engineer	\$165.00
Technician/Drafter	\$140.00
Clerical/Administrative Support	\$95.00

Direct expenses (e.g., mileage, printing, etc.) will be billed at cost.

**City of Oxnard
2022-2027 Bill Rates**

ARCHITECTURE

Architect	\$ 137.50
Associate Manager of Architecture	\$ 187.00
Designer I	\$ 93.50
Designer II	\$ 112.75
Designer III	\$ 134.75
Intern	\$ 71.50
Job Captain	\$ 134.75
Manager of Architecture	\$ 244.75
Principal	\$ 294.25
Project Architect	\$ 165.00
Project Designer	\$ 165.00
Project Manager	\$ 165.00
Senior Architect	\$ 203.50
Senior Designer	\$ 195.25
Senior Project Manager	\$ 206.25
Senior Interior Designer	\$ 167.75

ENGINEERING & SURVEYING

Associate Engineer	\$ 156.75
Construction Inspector	\$ 154.00
Designer I	\$ 82.50
Designer II	\$ 110.00
Designer III	\$ 123.75
Engineer I	\$ 126.50
Engineer II	\$ 148.50
Land Surveyor	\$ 156.75
Manager of Engineering Services	\$ 247.50
Manager of Surveying	\$ 214.50
Party Chief	\$ 132.00
Principal	\$ 294.25
Project Engineer	\$ 170.50
Project Manager	\$ 217.25
Senior Associate Engineer	\$ 187.00
Senior Designer	\$ 162.25
Senior Land Surveyor	\$ 189.75
Senior Party Chief	\$ 165.00
Senior Project Engineer	\$ 203.50
Supervisor of Surveying	\$ 200.75
Survey Technician I	\$ 88.00
Survey Technician II	\$ 104.50
Survey Technician III	\$ 134.75

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 154.00
Two person	\$ 255.75
Three person	\$ 343.75

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 181.50
Two person	\$ 310.75
Three person	\$ 448.25

INTERIOR DESIGN

Designer I	\$ 85.25
Designer II	\$ 104.50
Interior Designer I	\$ 110.00
Interior Designer II	\$ 132.00
Intern	\$ 71.50
Job Captain	\$ 148.50
Senior Interior Designer	\$ 167.75

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 99.00
Associate Designer	\$ 112.75
Designer	\$ 129.25
Design Director	\$ 203.50
Intern	\$ 71.50
Landscape Architect	\$ 132.00
Manager of Landscape Architecture	\$ 217.25
Principal	\$ 294.25
Principal Landscape Architect	\$ 203.50
Senior Landscape Architect	\$ 159.50

PLANNING

Assistant Planner	\$ 121.00
Associate Planner	\$ 151.25
Intern	\$ 71.50
GIS Specialist	\$ 126.50
Senior GIS Specialist	\$ 159.50
Manager of Planning	\$ 242.00
Principal	\$ 294.25
Principal Planner	\$ 228.25
Senior Planner	\$ 187.00
Senior Urban Designer	\$ 189.75
Urban Designer	\$ 151.25

CORPORATE SERVICES

File Clerk/Administrative Support	\$ 60.36
Receptionist	\$ 68.75
Administrative Assistant	\$ 84.98
Office Coordinator	\$ 112.48
Project Administrator	\$ 112.48
Proposal Coordinator	\$ 121.00
BD Coordinator	\$ 137.50
Proposal - Sales Supervisor	\$ 140.25
BPD Manager	\$ 176.00
Accounting & Billing Assistant	\$ 71.50
Billing Specialist	\$ 90.75
Accounting Specialist	\$ 99.00
Payroll/Accounting Analyst	\$ 110.00
Project Accountant	\$ 121.00
Senior Accounting Specialist	\$ 143.00
Controller	\$ 220.00
Intern	\$ 71.50
Human Resources Coordinator	\$ 93.50
Human Resources Generalist	\$ 115.50
Recruiter	\$ 120.73
Senior Human Resources Generalist	\$ 154.00
Human Resources Manager	\$ 197.73
Marketing Coordinator	\$ 99.00
Graphic Designer	\$ 121.00
Marketing Specialist	\$ 134.75
Digital Media Specialist	\$ 162.25
Marketing Manager	\$ 197.73



Insurance Exhibit (INS-A)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1/22

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

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

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits						
NAMED INSURED TYPE OF INSURANCE	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS						
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS					
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>	EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
EACH OCCURRENCE	AGGREGATE						
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____					

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

PREVAILING WAGE EXHIBIT

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

of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: Dudek
- (3) Services: On-Call Utility Engineering Services and On-Call Drainage, Hydrology, Hydraulic Engineering Services
- (4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above
- (5) Agreement Ending Date: March 1, 2025
- (6) Total Agreement Amount: \$1,000,000
- (7) City's Project Manager: Timothy Beaman, P.E., Supervising Civil Engineer
- (8) Consultant's Project Manager: Michael Metts, P.E., Principal Engineer
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Dudek

605 Third Street

Encinitas, CA 92024

Attn: Michael Metts, P.E., Principal Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

mmetts@dudek.com

FOR CITY:

City of Oxnard

305 West Third Street, East Wing, Second Floor

Oxnard, California 93030

Attn: Timothy Beaman, P.E.

CITY'S PROJECT MANAGER:

timothy.beaman@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the 10th day of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: pwinvoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

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

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

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

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

16. Documents and Materials.

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.
22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.
23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant’s prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.
25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.
26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

DUDEK

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

 Joseph Monaco, CFO ² _____ Date

 Amy Paul, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 3 - UTILITY ENGINEERING

Utility Engineering services may include but not be limited to planning, policy & regulations, feasibility studies, hydraulic modeling, design, documentation, and construction management for the following:

- Water Distribution
 - Pump stations
 - Pipelines
- Water Treatment
 - Desalter groundwater treatment
- Water Production
 - Wells
 - Blending stations
- Wastewater Collection
 - Gravity sewer lines
 - Manholes
 - Lift Stations
 - Force mains
- Wastewater Treatment
 - Plant hydraulics
 - Odor control
 - Optimization
 - Cogen
- Advanced Water Purification
 - RO membrane treatment
 - Regulatory compliance
 - Distribution
 - Groundwater recharge
- Storm Water Collection
- Chemical storage and dosing
- Pumps (water distribution, sewer lift stations, chemical dosing)
- Motors (Electrical, diesel, and natural gas)
- Material specification
- Electrical
 - Panels
 - Loading
 - Standby Power
 - Variable frequency drives
- SCADA
 - PLCs
 - Equipment Specification

SERVICE GROUP CATEGORY 9- DRAINAGE, HYDROLOGY, HYDRAULIC ENGINEERING

- Drainage, hydrology and hydraulic engineering services for Master Plan of Drainage updates, as well as, the preparation of Capital Improvement Program plans, specifications and bid documents for the design and construction of various street, storm drain, and other facility improvements

- Perform hydraulic, hydrologic, or sediment transport analyses and modeling for the design and maintenance of drainage facilities (pumps, channels, basins, etc.), bridges, culverts, and roadways. Work might involve preparation of the following documents or reports in accordance with the City's Engineering Design Guidelines and/or Caltrans Local Assistance Procedures Manual:
 - Bridge Design Hydraulic Study
 - Location Hydraulic Study
 - Floodplain Evaluation Report Summary
 - Location Hydraulic Study Form
 - Preliminary Hydrologic/Hydraulic Review Summary

RATES AND COSTS EXHIBIT

DUDEK 2021 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	\$295.00/hr
Principal Engineer III	\$275.00/hr
Principal Engineer II	\$265.00/hr
Principal Engineer I	\$255.00/hr
Program Manager	\$240.00/hr
Senior Project Manager	\$240.00/hr
Project Manager	\$235.00/hr
Senior Engineer III	\$230.00/hr
Senior Engineer II	\$220.00/hr
Senior Engineer I	\$210.00/hr
Project Engineer IV/Technician IV	\$200.00/hr
Project Engineer III/Technician III	\$190.00/hr
Project Engineer II/Technician II	\$175.00/hr
Project Engineer I/Technician I	\$160.00/hr
Senior Designer	\$180.00/hr
Designer	\$170.00/hr
Assistant Designer	\$165.00/hr
CADD Operator III	\$160.00/hr
CADD Operator II	\$150.00/hr
CADD Operator I	\$135.00/hr
CADD Drafter	\$125.00/hr
CADD Technician	\$115.00/hr
Project Coordinator	\$140.00/hr
Engineering Assistant	\$120.00/hr

ENVIRONMENTAL SERVICES

Project Director	\$245.00/hr
Senior Specialist IV	\$230.00/hr
Senior Specialist III	\$220.00/hr
Senior Specialist II	\$200.00/hr
Senior Specialist I	\$190.00/hr
Specialist V	\$180.00/hr
Specialist IV	\$170.00/hr
Specialist III	\$160.00/hr
Specialist II	\$145.00/hr
Specialist I	\$130.00/hr
Analyst V	\$120.00/hr
Analyst IV	\$110.00/hr
Analyst III	\$100.00/hr
Analyst II	\$90.00/hr
Analyst I	\$80.00/hr
Technician V	\$100.00/hr
Technician IV	\$90.00/hr
Technician III	\$80.00/hr
Technician II	\$70.00/hr
Technician I	\$60.00/hr
Compliance Monitor	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I	\$185.00/hr
GIS Specialist IV	\$160.00/hr
GIS Specialist III	\$150.00/hr
GIS Specialist II	\$140.00/hr
GIS Specialist I	\$130.00/hr
Data Analyst III	\$100.00/hr
Data Analyst II	\$90.00/hr
Data Analyst I	\$80.00/hr
UAS Pilot	\$100.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$165.00/hr
Construction Manager	\$155.00/hr
Project Manager	\$145.00/hr
Resident Engineer	\$145.00/hr
Construction Engineer	\$140.00/hr
On-site Owner's Representative	\$140.00/hr
Construction Inspector III	\$130.00/hr
Construction Inspector II	\$120.00/hr
Construction Inspector I	\$110.00/hr
Prevailing Wage Inspector	\$135.00/hr

HYDROGEOLOGY/HAZWASTE SERVICES

Project Director	\$285.00/hr
Principal Hydrogeologist/Engineer II	\$265.00/hr
Principal Hydrogeologist/Engineer I	\$250.00/hr
Sr. Hydrogeologist IV/Engineer IV	\$235.00/hr
Sr. Hydrogeologist III/Engineer III	\$220.00/hr
Sr. Hydrogeologist II/Engineer II	\$205.00/hr
Sr. Hydrogeologist I/Engineer I	\$190.00/hr
Hydrogeologist VI/Engineer VI	\$180.00/hr
Hydrogeologist V/Engineer V	\$170.00/hr
Hydrogeologist IV/Engineer IV	\$160.00/hr
Hydrogeologist III/Engineer III	\$150.00/hr
Hydrogeologist II/Engineer II	\$140.00/hr
Hydrogeologist I/Engineer I	\$130.00/hr
Technician	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager	\$195.00/hr
District Engineer	\$185.00/hr
Operations Manager	\$160.00/hr
District Secretary/Accountant	\$120.00/hr
Collections System Manager	\$135.00/hr
Grade V Operator	\$125.00/hr
Grade IV Operator	\$110.00/hr
Grade III Operator	\$100.00/hr
Grade II Operator	\$75.00/hr
Grade I Operator	\$70.00/hr
Operator in Training	\$65.00/hr
Collection Maintenance Worker	\$75.00/hr

CREATIVE SERVICES

3D Graphic Artist	\$180.00/hr
Graphic Designer IV	\$160.00/hr
Graphic Designer III	\$145.00/hr
Graphic Designer II	\$130.00/hr
Graphic Designer I	\$115.00/hr

PUBLICATIONS SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.



ENGINEERS, INC.
Oakland, San Francisco, Orange County, CA
1305 Franklin street, Suite 206
Oakland, CA 94612
Phone: (510) 267-0441 – Fax: (510) 267-0443

RATE SCHEDULE

City of Oxnard As-needed utility engineering Dudek Prime Consultant

Effective 1-1-2022 through 12-31-2025

<i>Classifications</i>	<i>Hourly rates (*)</i>
Principal Engr./Project Manager	\$292
Senior Engineer	\$276
Engineer	\$249
CADD designer	\$133
Office Support	\$122

**(*) rates shall be escalated each year
at 3% at the beginning of the year**

This document is considered business confidential and must not be disclosed to third parties without written consent from DTN Engineers.



10920 Via Frontera
Suite 210
San Diego, CA 92127

858.451.0374 phone
spatel@beyazpatel.com
www.beyazpatel.com

BEYAZ & PATEL, INC.
HOURLY BILLING RATE SCHEDULE
2022-2025

Year	2022	2023	2024	2025
Professional Classification		Hourly Billing Rates		
Principal Engineer	\$251.00	\$257.78	\$264.74	\$271.88
Senior Structural Engineer	\$217.00	\$222.86	\$228.88	\$235.06
Senior Engineer	\$170.00	\$174.59	\$179.30	\$184.15
Engineer	\$147.00	\$150.97	\$155.05	\$159.23
Technical Classification				
CAD Designer	\$136.00	\$139.67	\$143.44	\$147.32
Administrative Classification				
Clerical/Word Processing	\$79.00	\$81.13	\$83.32	\$85.57

Notes:

2. Other Direct Costs will be billed at cost.
3. Mileage will be billed at Federal standard mileage rate.

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

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

Black, O'Dowd and Associates, Inc.

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ 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				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
PRODUCER Telephone: _____ NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS								
TYPE OF INSURANCE ☐ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made Retroactive Date _____ ☐ Occurrence OTHER PROVISIONS								
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:									
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER									
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ ____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ <i>(original signature required)</i> 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 \$ _____	
NAMED INSURED		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	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:			
a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or			
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: AECOM Technical Services, Inc.
- (3) Services: On-Call Utility Engineering Services
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: February 28, 2025
- (6) Total Agreement Amount: \$500,000
- (7) City's Project Manager: Tim Beaman
- (8) Consultant's Project Manager: Bryan C. Paine, PE
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

AECOM Technical Services, Inc.
Attn: Bryan C. Paine, P.E
300 Esplanade Dr, 9th Floor
Oxnard, CA 93036-1275

FOR CITY:

City of Oxnard
Attn: Tim Beaman, Supervising Civil Engineer
305 W Third Street, Third Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

Bryan.Paine@aecom.com

CITY'S PROJECT MANAGER:

Timothy.Beaman@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

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

In no event shall either party, its parents, affiliates and subsidiaries or their respective directors officers or employees be liable to the other for any indirect, incidental, consequential or punitive damages whatsoever (including, without limitation, lost profits, loss of revenue, loss of use or interruption of business) arising out of or related to this agreement, even if advised of the possibility of such damages.

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

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

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

16. Documents and Materials.

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

Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

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

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

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

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

17. Confidentiality of Information.

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

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation

to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in

accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent possible prior to beginning the applicable Services order, and as required by the standard of performance defined in Section 2 above, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

AECOM TECHNICAL SERVICES, INC.

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

Bryan Paine, Assoc. Vice President² Date

Armond Tatevossian , Asst. Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 3 – UTILITY ENGINEERING

Utility Engineering services may include but not be limited to planning, policy & regulations, feasibility studies, hydraulic modeling, design, documentation, and construction management for the following:

- Water Distribution
 - Pump stations
 - Pipelines
- Water Treatment
 - Desalter groundwater treatment
- Water Production
 - Wells
 - Blending stations
- Wastewater Collection
 - Gravity sewer lines
 - Manholes
 - Lift Stations
 - Force mains
- Wastewater Treatment
 - Plant hydraulics
 - Odor control
 - Optimization
 - Cogen
- Advanced Water Purification
 - RO membrane treatment
 - Regulatory compliance
 - Distribution
 - Groundwater recharge
- Storm Water Collection
- Chemical storage and dosing
- Pumps (water distribution, sewer lift stations, chemical dosing)
- Motors (Electrical, diesel, and natural gas)
- Material specification
- Electrical
 - Panels
 - Loading
 - Standby Power
 - Variable frequency drives
- SCADA
 - PLCs
 - Equipment Specification

RATES AND COSTS EXHIBIT**AECOM****HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES****Effective October 1, 2021****Engineers, Planners, Architects, Scientists:**

Technician	\$95.00 per hour
Engineer I/Specialist I	\$110.00 per hour
Engineer II/Specialist II	\$125.00 per hour
Engineer III/Specialist III	\$140.00 per hour
Engineer IV	\$150.00 per hour
Engineer V	\$165.00 per hour
Engineer VI	\$185.00 per hour
Engineer VII	\$200.00 per hour
Engineer VIII	\$210.00 per hour
Project Manager I/Senior Engineer I	\$225.00 per hour
Project Manager II/Senior Engineer II	\$240.00 per hour
Project Manager III/Senior Engineer III	\$255.00 per hour
Project Manager IV/Senior Engineer IV	\$265.00 per hour
Principal/Principal Engineer	\$278.00 per hour

Construction Administration Personnel:

Resident Project Representative	\$145.00 per hour
Senior Resident Project Representative	\$170.00 per hour
Resident Engineer	\$205.00 per hour
Construction Services Manager	\$255.00 per hour

Technical Support Staff:

Clerical/General Office	\$94.00 per hour
Administrative Specialist	\$108.00 per hour
Drafter/CADD Technician	\$95.00 per hour
Assistant CADD Operator	\$115.00 per hour
Designer/CADD Operator	\$128.00 per hour
Senior Designer/Design CADD Operator	\$150.00 per hour
Design/CADD Supervisor	\$167.00 per hour

Direct Project Expenses

Subcontracted or Subconsultant Services / Reproduction/Travel	Cost + 15%
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Rate schedule will be in effect from October 1, 2021 through February 28, 2023. Any adjustment to future rates, including for additional classifications not identified above will be submitted to the client for approval prior to adjustment.

2022 AECOM RATES (EFF 10-1-21)

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above

by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to include City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

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

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE	
INSURED		COMPANY LETTER A	SPECIFY COMPANY NAMES IN THIS SPACE
		COMPANY LETTER B	
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)
			POLICY EXPIRATION DATE (MM/DD/YY)
			LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.		
			GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG . \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY		
			COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM		
			EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY		
			STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession		
			Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS			
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE	

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City") PRODUCER _____ Telephone: _____ NAMED INSURED _____		SUBMIT IN DUPLICATE							
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">ENDORSEMENT NO.</td> <td style="width: 50%; padding: 2px;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)								
		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits							
		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____							
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered							
		CITY AGREEMENTS/PERMITS _____							
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		☐ Claims Made Retroactive Date _____ ☐ Occurrence							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 2px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 2px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 2px;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
		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, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.									
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ ____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____							

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City") PRODUCER		SUBMIT IN DUPLICATE			
Telephone: _____ NAMED INSURED		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">ENDORSEMENT NO.</td> <td style="width: 50%; padding: 2px;">ISSUE DATE (MM/DD/YY)</td> </tr> </table> 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 _____		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS			
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:					
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____			

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: Beacon Integrated Professional Resources, Inc. a California S-corporation
Dba Hamner, Jewell & Associates
- (3) Services: Real Property Services/Right of way Acquisition Mapping
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: March 1, 2025
- (6) Total Agreement Amount: \$500,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Lillian Jewell
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Beacon Integrated Professional Resources, Inc.
a California S-corporation dba Hamner, Jewell & Associates
Attn: Lillian Jewell, President
530 Paulding Circle, Suite A
Arroyo Grande, CA 93420

FOR CITY:

City of Oxnard
Attn: Tatiana Arnaout, P.E.-City Engineer
305 W. Third Street, Third Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

ljewell@hamner-jewell.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

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

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

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

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

16. Documents and Materials.

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

BEACON INTEGRATED PROFESSIONAL RESOURCES, INC
a California S-corporation dba Hamner, Jewell & Associates

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

Lillian D. Jewell, President² _____ Date _____

Lillian D. Jewell, 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; 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

SGC.5: Real Property Services/ROW Acquisition/Mapping

Many Engineering projects require the acquisition of easements, road right of way, or purchase of property. Occasionally these acquisitions require the use of eminent domain proceedings. MAI certification is required for higher level activities. Below are the types of tasks that could apply to any project it is not meant to be an exhaustive list, but rather a guide to the types of tasks your firm would be asked to perform. These tasks include:

- Investigation and research of recorded documents, title and owner contact information.
- Preparation of legal documents (easements, reciprocal access agreements, right-of-way contract, subdivisions of parcels, etc.).
- Negotiating all aspects of acquiring and disposing of City property interests including easements, fee property, temporary entry permits, licenses or leases.
- Create and record legal documents related to property interests including easement documents and agreements.
- Any functions performed by a licensed surveyor relating to Real Property Services/ROW Acquisition/Mapping including those related to preparation of plat maps and legal descriptions and Final Maps. This would include the stamping and signing of legal descriptions and plats/exhibits.
- Along with traditional services, this section could include any functions performed by a licensed appraiser including Caltrans Minimum Valuation Estimates and services related to condemnation proceedings.

RATES AND COSTS EXHIBIT

Hamner, Jewell & Associates is committed to providing the most cost effective, quality real estate services available. At all times, by pre-directive, our clients may structure and direct our efforts and general time expenditures so as to maintain control of the course of our scope of work and the cost of our services. We will bill only for time and costs actually expended in accomplishing the project goals in the most efficient and professional manner.

Our Fiscal Year 2021-2022 Rate Schedule, effective July 1, 2021, fixed for each position title through the fiscal year, is as follows:

Managing Senior Associate	\$288 an hour
Senior Associates II/Project Managers	\$175 an hour
Senior Associates I	\$155 an hour
Associates II (Acquisition/Relocation)	\$135 an hour
Associates I (Acquisition/Relocation)	\$120 an hour
Contract Administrators	\$175 an hour
Project Coordinators	\$135 an hour
Transaction/Escrow Coordinators	\$110 an hour
Transaction Assistants	\$ 75 an hour
Assistants/Clerical Support	\$ 52 an hour
Appraisers	Lump Sum Fee per Appraisal Assignment

These rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, notary fees, and appraisal fees. Fees charged by insurance companies for issuing insurance certificates for client per contract requirements will also be billed through to client for reimbursement. No Per Diem charges will apply in cases where the project area is within two hours auto commuting time away from a Hamner, Jewell & Associates ("HJA") office location.

All reimbursable and third party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference, unless mark-up is contractually restricted. Mileage and travel costs will be passed through without mark-up.

Statements for work shall be rendered monthly. Payments are due within 30 days.

If HJA is called upon or compelled to provide support for litigation or other proceedings, or respond to subpoenas in any way whatsoever related to the work HJA has completed on client's behalf, client shall pay HJA for required time in accordance with the hourly rates and fees specified in this Fee Schedule, except, however, any time for court testimony and depositions shall be paid at a rate of \$400/hour for HJA Senior Associates, \$250/hour for HJA Associates, and \$150/hour for HJA support staff. HJA shall additionally be reimbursed for all out-of-pocket and overhead expenses in connection with such proceedings. This provision shall survive the term of the contract and shall be binding without restriction or otherwise stated contract budget limitations.

Rates may be adjusted. Publication and distribution of this rate schedule shall be deemed such annual notice with regard to annual rate adjustment contractual provisions.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits						
Telephone: _____	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____						
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered						
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS					
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS					
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table>		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____
EACH OCCURRENCE	AGGREGATE						
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
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 _____ <i>(original signature required)</i> Telephone: (____) _____ Date Signed: _____					

SUBMIT IN DUPLICATE			
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">ENDORSEMENT NO.</td> <td style="width: 50%; text-align: center;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)		
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ 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 _____		
NAMED INSURED 			
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS		
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____		

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: Kier + Wright Civil Engineers and Surveyors, Inc.
- (3) Services: On-Call Professional Surveying Services
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date stated above.
- (5) Agreement Ending Date: February 28, 2025
- (6) Total Agreement Amount: The Total Agreement Amount shall not exceed five hundred thousand dollars (\$500,000) during the three (3) year contract term.
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: Garrett Readler, P.E., Principal-in-Charge
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

<i>FOR CONSULTANT:</i> Kier + Wright Civil Engineers and Surveyors, Inc. 4081 Mission Oaks Blvd, Ste B Camarillo, CA 93012 Attn: Garrett Readler, P.E., Principal-in-Charge,	<i>FOR CITY:</i> City of Oxnard Public Works Engineering 305 West Third Street, 2 nd Floor East Oxnard, CA 93030 Attn: Tatiana Arnaout, P.E., City Engineer
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- (11) Contact Emails:

<i>CONSULTANT'S PROJECT MANAGER:</i> <u>greadler@kierwright.com</u>	<i>CITY'S PROJECT MANAGER:</i> <u>tatiana.arnaout@oxnard.org</u>
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The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

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

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

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

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

16. Documents and Materials.

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.
22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.
23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant’s prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.
25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.
26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

**KIER + WRIGHT CIVIL ENGINEERS
AND SURVEYORS, INC.**

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

Ryan Amaya, Vice President² Date

Steve Calcagno, Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 6 – SURVEYING

Surveying task include but are not limited to the following:

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

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

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

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

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

RATES AND COSTS EXHIBIT**HOURLY RATE SCHEDULE**

	2021-2022	2022-2023 (3% Inc.)	2023-2024 (3% Inc.)	2024-2025 (3% Inc.)
Principal	269.00	277.00	285.00	294.00
Principal Engineer	244.00	251.00	259.00	267.00
Senior Engineer Manager	225.00	232.00	239.00	246.00
Technical Manager	225.00	232.00	239.00	246.00
Senior Engineer	212.00	218.00	225.00	232.00
Engineer III	198.00	204.00	210.00	216.00
Engineer II	165.00	170.00	175.00	180.00
Engineer I	137.00	141.00	145.00	149.00
Senior Survey Construction Manager	219.00	226.00	233.00	240.00
Senior Land Surveyor	219.00	226.00	233.00	240.00
Project Surveyor III	196.00	202.00	208.00	214.00
Project Surveyor II	158.00	163.00	168.00	173.00
Project Surveyor I	135.00	139.00	143.00	147.00
Survey Coordinator	187.00	193.00	199.00	205.00
Engineering Tech III	178.00	183.00	188.00	194.00
Engineering Tech II	161.00	166.00	171.00	176.00
Engineering Tech I	150.00	155.00	160.00	165.00
Draftsman/Survey Tech III	137.00	141.00	145.00	149.00
Draftsman/Survey Tech II	113.00	116.00	119.00	123.00
Draftsman/Survey Tech I	105.00	108.00	111.00	114.00
3-Man Survey Crew	392.00	404.00	416.00	428.00
2-Man Survey Crew	310.00	319.00	329.00	339.00
1-Man Survey Crew	191.00	197.00	203.00	209.00
Testimony (Trial or Deposition)	524.00	540.00	556.00	573.00
Project Coordinator III	129.00	133.00	137.00	141.00
Project Coordinator II	112.00	115.00	118.00	122.00
Project Coordinator I	98.00	101.00	104.00	107.00
Engineering/Survey Intern	57.00	59.00	61.00	63.00
3D Laser Scanning Crew	382.00	393.00	405.00	417.00

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

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

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

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

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

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

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8435
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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				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-8435 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

[illegible]

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

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: Wallace Group
- (3) Services: On-Call Drainage, Hydrology, and Hydraulic Engineering Services
- (4) Schedule of Services: The services must be completed within three (3) years of the Agreement Start Date listed above.
- (5) Agreement Ending Date: February 28, 2025
- (6) Total Agreement Amount: \$500,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Jorge Aguilar
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Wallace Group
Attn: Jorge Aguilar
612 Clarion Ct
San Luis Obispo, CA 93401

FOR CITY:

City of Oxnard
Attn: Tatiana Arnaout, City Engineer
305 W Third Street, Third Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

jorgea@wallacegroup.us

CITY'S PROJECT MANAGER:

Timothy.Beaman@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of reasonable attorneys’

fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement to the City based upon a proportionate percentage of fault as adjudicated by a court of competent jurisdiction or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding.

Consultant has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant.

Nothing contained in the indemnity provision shall be construed to require Consultant to indemnify City, against any responsibility or liability in contravention of Civil Code 2782 and 2782.8.

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

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

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

16. Documents and Materials.

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

Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter

described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

WALLACE GROUP

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

Jorge Aguilar, Sr. Vice President² Date

Tom Zehnder, CFO Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 9 – DRAINAGE, HYDROLOGY, AND HYDRAULIC ENGINEERING

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

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

Standard Billing Rates



Engineering, Design & Support Services:

Prevailing Wage*

Assistant Designer/Technician	\$ 95	
Designer/Technician I - IV	\$100, \$110, \$120, \$130	
Senior Designer I - III	\$143, \$150, \$157	
GIS Technical Specialist	\$140	
Senior GIS Technical Specialist	\$150	
Associate Engineer I - III	\$ 122, \$132, \$142	
Engineer I - IV	\$154, \$162, \$169	
Senior Engineer I - III	\$177, \$182, \$187	
Director	\$192	
Principal Engineer	\$228	
Principal	\$238	

Surveying Services:

Associate Survey Technician	\$105	
One-Person Survey Crew	\$170	\$205
Two-Person Survey Crew	\$225	\$297
Three-Person Survey Crew	\$290	\$370
Survey Technician I - IV	\$120, \$129, \$138, \$147	
Land Surveyor I - III	\$150, \$158, \$166	
Senior Land Surveyor I - III	\$169, \$175, \$179	
Director	\$192	
Principal Surveyor	\$228	
Principal	\$238	

Planning Services:

Associate Planner I - II	\$ 98, \$106	
Planner I - IV	\$130, \$140, \$150, \$160	
Senior Planner I - III	\$160, \$165, \$170	
Director	\$175	
Principal Planner	\$228	
Principal	\$238	

Landscape Architecture Services:

Associate Landscape Designer I - II	\$ 90, \$110	
Designer I - IV	\$115, \$120, \$125, \$130	
Landscape Architect I - IV	\$134, \$139, \$144, \$149	
Senior Landscape Architect I - III	\$152, \$157, \$162	
Director	\$175	
Principal Landscape Architect	\$228	
Principal	\$238	

Construction Management / Field Inspection Services:

Construction Office Tech I-III	\$ 95, \$105, \$115	
Construction Inspector I - II.....	\$120, \$135	\$155, \$162
Senior Construction Inspector.....	\$147	\$165
Assistant Resident Engineer I - II.....	\$147, \$152	
Resident Engineer I - III	\$157, \$162, \$167	
Senior Resident Engineer	\$175	
Director	\$187	
Principal Construction Manager.....	\$228	
Principal	\$238	

Public Works Administration Services:

Project Analyst I - IV.....	\$112, \$122, \$132, \$142
Senior Project Analyst I - III	\$147, \$152, \$157
Senior Environmental Compliance Specialist I - III.....	\$163, \$168, \$173

Support Services:

Office Assistant.....	\$ 94
Project Assistant I - III.....	\$ 97, \$107, \$117

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary. Updated rates will be mutually agreed upon between the Consultant and the City prior to any new rates taking place. Rate increases are typically 3-5 percent.

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
PRODUCER Telephone: NAMED INSURED		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits </td> <td style="width: 50%; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ENDORSEMENT NO. </td> <td style="width: 50%; padding: 5px;"> ISSUE DATE (MM/DD/YY) </td> </tr> </table> </td> </tr> </table>		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ENDORSEMENT NO. </td> <td style="width: 50%; padding: 5px;"> ISSUE DATE (MM/DD/YY) </td> </tr> </table>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)		
POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ENDORSEMENT NO. </td> <td style="width: 50%; padding: 5px;"> ISSUE DATE (MM/DD/YY) </td> </tr> </table>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)								
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ☐ Claims Made Retroactive Date _____ ☐ Occurrence </td> <td style="width: 50%; padding: 5px;"> OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____ </td> </tr> </table>		☐ Claims Made Retroactive Date _____ ☐ Occurrence	OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____				
☐ Claims Made Retroactive Date _____ ☐ Occurrence	OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____								
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:									
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.									
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____							

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: Pacific Coast Land Design, Inc.
- (3) Services: Landscape Architecture & Park Design
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: 3/1/2025
- (6) Total Agreement Amount: \$1,000,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Mike Zielsdorf
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Pacific Coast Land Design, Inc.
Attn: Mike Zielsdorf, CEO
461 East Main Street
Ventura, CA 93001

FOR CITY:

City of Oxnard
Attn: Tatiana Arnaout, P.E – City Engineer
305 W Third Street, Third Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

mike@pc-ld.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

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

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

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

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

16. Documents and Materials.

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

PACIFIC COAST LAND DESIGN, INC.

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

Mike Zielsdorf, CEO² _____ Date _____

Chris Roberts, Principal Emertus _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SGC.10: Landscape Architecture & Park Design

Provide landscape architecture and all engineering services for the preparation of plans, specifications and bid documents for the design and construction of new parks, regional parks, and renovation of mature parks, recreation facilities, plazas, landscape medians, park-n-rides, freeway areas, parkways and open spaces. This work may include programming, reports, master planning, community outreach and park element definition design development and final design, irrigation and lighting design, permitting, and offsite improvements design.

RATES AND COSTS EXHIBIT

Listed below is the current schedule of hourly rates for work to be carried out under the On-Call Services agreement. The listed hourly rates are defined by billing classification and include all direct and indirect expenses and fees. This rate schedule will be honored for the duration of the On-Call Services agreement. (Audited total billing rates including direct labor, fringe, indirect costs, fee/profit and overhead expenses can be provided for review upon request.)

PACIFIC COAST LAND DESIGN, INC.	
Principal	\$190.00/hr
Project Manager / Landscape Architect	\$165.00/hr
Landscape Designer	\$110.00/hr
Administrative	\$75.00/hr

ENCOMPASS CONSULTANT GROUP	
Principal Engineer	\$190.00/hr
Senior Engineer II	\$165.00/hr
Associate Engineer	\$140.00/hr
Designer	\$95.00/hr
Principal Surveyor	\$180.0/hr
Two-Man Survey Crew	\$255.00/hr

PROJECT RELATED REIMBURSABLE EXPENSES

Listed below are expenses PCLD typically bills to a project if incurred during the course of a project that is initiated from the On-Call Services agreement. PCLD will provide estimates of reimbursable expenses as part of the proposed scope of work for a given project.

Reimbursable project costs will not be accrued until authorized by the City of Oxnard contract administrator.

- Reproduction of all documents, including postage and shipping charges shall be paid for at cost plus 15% for processing and handling.
- Special tests required due to site conditions.
- Sub-consultant services for work which the landscape architect is not licensed to provide.

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

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

Black, O'Dowd and Associates, Inc.

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.

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

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ 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				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

SUBMIT IN DUPLICATE							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")</td> <td style="width: 20%; text-align: center;">ENDORSEMENT NO.</td> <td style="width: 20%; text-align: center;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>		GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)			
GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)					
PRODUCER Telephone: _____ NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS _____						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Claims Made Retroactive Date _____ ☐ Occurrence </td> <td style="width: 50%; vertical-align: top;"> OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____ </td> </tr> </table>		TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Claims Made Retroactive Date _____ ☐ Occurrence	OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____				
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COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>	LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$							
EACH OCCURRENCE	AGGREGATE						
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%; vertical-align: top;"> 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 </td> <td style="width: 55%; vertical-align: top;"> 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: _____ </td> </tr> </table>		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: _____				
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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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: KTU&A
- (3) Services: Landscape Architecture & Park Design
- (4) Schedule of Services: See Scope of Work Exhibit
- (5) Agreement Ending Date: March 1, 2025
- (6) Total Agreement Amount: \$1,000,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Michael Singleton
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

KTU&A
Attn: Michael Singleton, President
3916 Normal Street
San Diego, CA 92103

FOR CITY:

City of Oxnard
Attn: Tatiana Arnaout, P.E. – City Engineer
305 West 3rd St., 2nd Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

mike@ktua.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

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

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

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

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

16. Documents and Materials.

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

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

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

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

e. City hereby grants the Consultant the right to use the name and service marks of the City in its marketing materials or other oral, electronic, or written promotions, which shall include naming City as a client of the Consultant and a brief scope of services that has been pre-approved by the City. In addition, Documents and Materials created by the Consultant on behalf of the City will be allowed in Marketing Materials as long as they meet the requirements of Section 17- Confidentiality of Information. Fair and reasonable use of Documents and Materials produced by the Consultant for the purposes of Marketing and obtaining new work without using the Documents and Materials previously prepared by the Consultant for the new work is hereby assumed to be allowed if they meet the requirements of Section 17.

f. The use of previously produced files, templates, diagrams, construction details, construction specifications, template spreadsheets and other similar produced work products would not be subject to the City's property ownership clause. Specific files modified for the City would be considered the City's property and subject to Section 16 and 17. However, this contract would not restrict the use of the basic standard files used to make project specific files and would not require City approval for their continued use by the Consultant on other projects, as long as they do not include Confidential Information as described in Section 17 or project specific information developed for the City as described in this Section 16.

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

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial

and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

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

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

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

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

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

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

applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

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

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

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

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

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

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

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

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

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

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

[Signatures on next page]

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

CITY OF OXNARD

KTU&A

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

Micheal Singleton, President² _____ Date

Mark Carpenter, Secretary/Treasurer _____ Date

Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SGC.10: Landscape Architecture & Park Design

Provide landscape architecture and all engineering services for the preparation of plans, specifications and bid documents for the design and construction of new parks, regional parks, and renovation of mature parks, recreation facilities, plazas, landscape medians, park-n-rides, freeway areas, parkways and open spaces. This work may include programming, reports, master planning, community outreach and park element definition design development and final design, irrigation and lighting design, permitting, and offsite improvements design.

RATES AND COSTS EXHIBIT

KTUA STAFF		
Name	Title	Hourly Rate
Mike Singleton	Senior Principal Planner/Landscape Architect	\$185
Staff	Principal Landscape Architect	\$175
Staff	Irrigation Design Manager	\$165
Staff	Senior Associate Landscape Architect	\$155
Matt Wilkins	Associate Landscape Architect	\$125
Staff	Senior Designer	\$120
Staff	Designer	\$105
Staff	Clerical	\$80

KTUA EXPENSES		
Description	Cost	% Mark-up
Mileage	at IRS approved rate	0%
Copy services/reproduction	at cost	10%
Delivery services	at cost	10%

SUBCONSULTANT - DELANE ENGINEERING		
Name	Title	Hourly Rate
Scott Uhles	Principal	\$190
Steve Down	Project Manager	\$175
Staff	Project Engineer	\$150
Staff	Design Engineer	\$130
Staff	Assistant Engineer	\$90
Staff	Project Coordinator	\$85
Staff	Office Support/ Clerical	\$70
Staff	Student Engineer	\$60
Staff	Site BIM Manager (P.E.)	\$165
Staff	Site BIM Engineer	\$105
Staff	Site BIM Technician	\$80
Staff	Construction Inspector	\$120
Staff	Qualified SWPPP Practitioner (QSP)	\$110

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

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

Black, O'Dowd and Associates, Inc.

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

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

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE	
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE	
		COMPANY LETTER B	
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY) POLICY EXPIRATION DATE (MM/DD/YY)
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.		GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY		COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM		EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY		STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession		Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS			
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE	

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE			
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)		
PRODUCER Telephone: _____ 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					
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </table>		EACH OCCURRENCE	AGGREGATE	
EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:					
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER					
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ ____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ <i>(original signature required)</i> 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 \$ _____	
NAMED INSURED		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	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ ____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: Cumming Management Group, Inc.
- (3) Services: Labor Compliance
- (4) Schedule of Services: See Scope of Work Exhibit
- (5) Agreement Ending Date: March 1, 2025
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Anthony Sanchez
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Cumming Management Group, Inc.
Attn: Anthony Sanchez, Executive Vice President
523 W. 6th Street, Suite 1001
Los Angeles, CA 90014

FOR CITY:

City of Oxnard
Attn: Tatiana Arnaout, P.E.-City Engineer
305 W. Third Street, Third Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

asanchez@ccorpusa.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

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

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees. The City agrees to reimburse Consultant for the costs of defense that Consultant incurs on the City's behalf to the extent that it is ultimately determined that Consultant is not required to indemnify the City under this provision.

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

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

16. Documents and Materials.

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

Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

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

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

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

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

17. Confidentiality of Information.

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

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

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not

subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.
21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.
22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.
23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.
25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.
26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

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

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

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

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

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

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

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

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

38. Mutual Waiver of Consequential Damages. Notwithstanding any other provisions of this Agreement and to the fullest extent permitted by law, neither Party shall be liable to the other for any incidental, indirect or other consequential damages incurred due to the fault of the other Party, regardless of the nature of the fault or whether it was committed by the City or Consultant, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of use, loss of production, loss of goodwill, or business interruption, however the same may be caused.

[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

CUMMING MANAGEMENT GROUP, INC.

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

Anthony Sanchez,² _____ Date
Executive Vice President

A. Al Jajeh, Chief Financial Officer Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SGC.12: Labor Compliance

The successful firm must be familiar with and have experience with all the necessary and required forms for labor compliance reporting and monitoring for public works capital improvement projects and related contracts. The funding sources for these contracts may include but not be limited to Federal, Federal HUD, State, Community Development Block Grants and other types of grants as well as City general funds. The successful firm must have experience monitoring and reporting including but not limited to prevailing wages, certified payrolls, labor laws, apprentice program requirements, on-site monitoring, investigations, payroll audits, labor laws, labor unions, Disadvantaged Business Enterprise programs and other requirements to ensure compliance. The successful firm shall be prepared to provide full service to the City in a timely manner to enable the City to meet critical deadlines and schedules.

The successful firm must be in good standing and registered for at least one year with the California Department of Industrial Relations. Additionally, they must have experience with labor compliance program requirements and language capabilities to communicate with non-English speaking employees of project contractors and subcontractors.

Geographic location of selected firm needs to ensure timely response to requests for on-site support and compliance monitoring.

Projects will include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required. Tasks to be performed under this agreement will include, but not be limited to the following:

- Prepare materials for and attend pre-bid and pre-construction conferences to explain labor standards requirements to contractors. Provide technical assistance to contractors, as needed, to aid in completion of payroll forms. Provide the most current and applicable wage determination information and provide this to the City for each contract.
- Establish and maintain payroll files in conformance with standards established by the City and grantor agencies.
- Review certified payroll records, confirming the accuracy of those records and verify compliance of all federal and state required forms and submittals. Notify prime contractor and City of any deficiencies in wages, overtime compensation, incomplete or inaccurate records and/or incomplete statements of compliance. Follow up on delinquent payrolls and wage underpayment in accordance with grant agency and City requirements.
- Provide technical assistance to contractors, as needed, to assist in completion of payroll forms.
- Assist the City with contractors' applications for progress payments.
- Monitor receipt of documents required by federal grant agencies, e.g. certificate of employee authorization and statement of fringe benefits and apprentice programs.
- Conduct site visits which will include field interviews with all contractors and subcontractors, observation reports and photos. Verify interview results against submitted payrolls. Site visits to be made at random, without providing prior notification to contractor or subcontractors.
- Investigate complaints and perform audits as needed, communicating with complainants, contractors and other agencies.
- Provide DBE/WBE and other Disadvantaged Business Enterprise Programs verification reports upon the request of the City.
- Provide Title VI verification and reports upon the request of the City.
- Review labor standard provisions of contract specifications upon the request of the City.
- Provide technical assistance and training of City staff to perform monitoring functions as may be requested.
- Prepare periodic report on status of labor compliance documents as requested.
- Meet with grantor agency and other government representatives and be prepared to respond to compliance issues, as needed. Provide team support to ensure timely response to request for on-site support and compliance monitoring.

- Provide information on how any fees, fines and penalties that may be levied against any contractor or subcontractor by any federal, state or local agency as a result of these monitoring services is administrated by your firm. Immediately inform City of changes or developments regarding issues of federal or state compliance.
- Provide team support within geographic location to ensure timely response to requests for on-site support and compliance monitoring.
- Provide final report and all documentation to the City for storage upon project closeout.

RATES AND COSTS EXHIBIT

Proposed Hourly Rates

Cumming has provided hourly rates below to provide professional project management services. We acknowledge that staffing will be determined based on the City's needs. Cumming's fees are typically determined by our recommended staffing plan, projected level of effort, and proposed hourly rates, which are subject to approval by the City. Cumming's proposed hourly rates are inclusive of site visits.

Classification	Hourly Rate
Principal-in-Charge	NO CHARGE
Compliance Lead	\$145
Compliance Manager	\$130

We acknowledge that staffing will be determined based on the City's current needs and that any associated fees from the performance of extra services will be charged on an hourly, as-needed basis. Additional as-needed support staff and services are readily available as a preventative measure to mitigate any unforeseen exposures that may impact project budget, schedule, and/or quality, if and as required by the City.

As such, Cumming has provided hourly rates in the table below for additional as-needed support staff and services that are readily available to support the City, as necessary:

As-Needed	Hourly Rate
Compliance Analyst	\$110
Compliance Administrative Support	\$75

Reimbursable Expenses

Cumming acknowledges that reimbursable expenses incurred during Cumming's performance of services, including, travel beyond twenty-five (25) miles of the City's geographic limits, per diem expenses, printing and/or shipping of deliverables will be billed at actual costs with 0% mark-up.

INSURANCE EXHIBIT

Exhibit INS-A

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

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$5,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1/22

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

SUBMIT IN DUPLICATE							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">ENDORSEMENT NO.</td> <td style="width: 40%; text-align: center;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")							
PRODUCER Telephone: _____ NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS _____						
TYPE OF INSURANCE							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made Retroactive Date _____ ☐ Occurrence						
OTHER PROVISIONS							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>	LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$							
EACH OCCURRENCE	AGGREGATE						
CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____						

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: CSG Consultants, Inc.
- (3) Services: Development Plan Check
- (4) Schedule of Services: See Scope of Work Exhibit
- (5) Agreement Ending Date: 3/1/2025
- (6) Total Agreement Amount: \$500,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Peykan Abbassi
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

CSG Consultant, Inc.
Attn: Peykan Abbassi, P.E., LEED AP
3707 W. Garden Grove Boulevard, Suite 100
Orange, CA 92868

FOR CITY:

City of Oxnard
Attn: Tatiana Arnaout, P.E.-City Engineer
305 West Third Street, Third Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

peykana@csgengr.com
contracts@csgengr.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the agreement. Invoices may be emailed to: invoices@oxnard.org. Payment should be made within thirty (30) days of receipt of Consultant's invoice.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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

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

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

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

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

16. Documents and Materials.

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

CSG CONSULTANTS, INC.

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

Cyrus Kianpour, President² _____ Date _____

Nourdin Khayata, 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; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 13 – DEVELOPMENT PLAN CHECK

Tasks include but are not limited to the following:

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

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

Infrastructure improvement plan check tasks include but not limited to:

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

Final map plan check tasks include but not limited to:

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

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

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

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

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

RATES AND COSTS EXHIBIT

Professional Engineering Services	Hourly Rate
Peykan Abbassi, PE – Project Manager/Principal Engineer	\$170
Phil Dowty, PE – Senior Engineer	\$155
Vernon Tabirara, PE – Senior Engineer	\$155
Jeff Lee, EIT – Assistant Engineer	\$130
Professional Building Services	Hourly Rate
Khoa Duong, PE – Vice President, Building Services & Senior Plan Check Engineer	\$170
Chi Tran, SE, CBO, CASp – Building Senior Plan Check Engineer	\$140
Kylie Gonsalves, PE – Plan Check Engineer	\$125
Gerald Quast – Senior Plans Examiner	\$105
Administrative Services	Hourly Rate
Doug Armstrong, CAPM – Document Control	\$100

Professional Engineering Services	Hourly Rate
Engineering Designer / CADD	\$120
Assistant Engineer	\$130
Associate Engineer	\$140
Senior Engineer	\$155
City/Principal Engineer	\$170
Professional Building Services	Hourly Rate
Certified Building Plans Examiner	\$105
Plan Check Engineer – Professional Engineer	\$125
Plan Check Engineer – Structural Engineer	\$140
Administrative Services	Hourly Rate
Administration / Document Control	\$100

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. The partner planner approach will not incur additional billing. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI for the applicable region.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2022
- (2) Consultant: TRANSTECH Engineers, Inc.
- (3) Services: Development Plan Check
- (4) Schedule of Services: See Scope of Work Exhibit
- (5) Agreement Ending Date: March 1, 2025
- (6) Total Agreement Amount: \$500,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Ahmad Ansari
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

TRANSTECH Engineers, Inc.
Attn: Ahmad Ansari, PE, Principal
13367 Benson Ave.
Chino, CA 91710

FOR CITY:

City of Oxnard
Attn: Tatiana Arnaout, PE – City Engineer
305 W. Third Street, Third Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

ahmad.ansari@transtech.org

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the negligent failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is not upfront, but Consultant shall reimburse City's defense costs and attorney's fees based upon Consultant's proportionate percentage of fault as determined by a court of competent jurisdiction consistent with CA Civil Code 2782.8.

For Claims unrelated to design professional services, as applicable to Consultant's operations, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the negligent performance of this Agreement, or the negligent failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

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

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

16. Documents and Materials.

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

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

City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and skill necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.
22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.
23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant’s prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.
25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.
26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

TRANSTECH ENGINEERS, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

Allen Cayir, PE, President² _____ Date _____

Craig Melicher, PE, Sr. Vice President _____ Date _____

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 13 – DEVELOPMENT PLAN CHECK

Tasks include but are not limited to the following:

Building plan check tasks include, but not be limited to:

- plan checking to the current Unified Building Code and other applicable state and local codes including the review of building plans,
- structural calculations,
- grading plans,
- site excavations,
- and/or preparations, erosion control plans
- National Pollution Discharge Elimination System (NPDES) compliance.

Infrastructure improvement plan check tasks include but not limited to:

- Plan checking per applicable local, county, state and Federal codes and standards, review of plans for:
 - Streets
 - Sewers
 - Storm drains
 - Water mains
 - Streetlights
 - Landscaping and irrigation
 - Traffic control
 - Signing and striping
 - Traffic signals
 - Roundabouts
 - Hydrology studies
 - Sewer area studies
 - Construction cost estimates

Final map plan check tasks include but not limited to:

- Parcel, tract, and final map checking,
- Easement and right-of-way documents,
- Lot-line adjustments and certificates of compliance.

Provide detailed daily updates on the status of all plan checks received and processed to date in a format acceptable to the City.

Key representatives from the firm must attend monthly meetings (or as required) with City of Oxnard staff to evaluate performance of their services.

A maximum review time for initial plan checks of 10 working days inclusive of transit time to and from the City of Oxnard Service Center, located at 214 S C St, Oxnard, CA 93030. Second plan checks shall not require more than 10 working days, inclusive of transit time. Each subsequent plan check, if necessary, shall not require more than 5 working days, inclusive of transit time.

The firm shall not provide consulting services to private sector agencies/developers submitting plans or maps to the City of Oxnard nor engage in activities that could be construed as a conflict of interest with this agreement for professional services.

RATES AND COSTS EXHIBIT

TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
EFFECTIVE THROUGH JUNE 30, 2022

ENGINEERING		CONSTRUCTION MANAGEMENT		BUILDING & SAFETY	
Field Technician	\$80	Labor Compliance Analyst	\$135	Permit Technician	\$85
Engineering Technician	\$95	Funds Coordinator	\$140	Plan Check Technician	\$90
Assistant CAD Drafter	\$115	Utility Coordinator	\$150	Building Inspector	\$110
Senior CAD Drafter	\$135	Office Engineer	\$135	Senior Inspector	\$125
Associate Designer	\$140	Construction Inspector	\$135	Plans Examiner/Checker	\$135
Senior Designer	\$150	Senior Construction Inspector	\$145	Plan Check Engineer	\$150
Design Project Manager	\$185	Construction Manager	\$185	Deputy Building Official	\$150
Assistant Engineer	\$120	Resident Engineer	\$185	Building Official	\$160
Staff/Associate Civil Engineer	\$145	PUBLIC WORKS INSPECTION		PLANNING	
Senior Civil Engineer	\$195	Public Works Inspector	\$135	Community Development Technician	\$80
Traffic Analyst Technician	\$110	Senior Public Works Inspector	\$145	Planning Technician	\$85
Associate Traffic Analyst	\$130	Supervising PW Inspector	\$150	Assistant Planner	\$120
Senior Traffic Analyst	\$150	SURVEY AND MAPPING		Associate Planner	\$135
Professional Transportation Planner	\$165	Survey Analyst	\$135	Senior Planner	\$155
Traffic Engineer Technician	\$95	Senior Survey Analyst	\$145	Planning Manager	\$165
Associate Traffic Engineer	\$145	2-Man Survey Crew	\$310	ADMINISTRATIVE STAFF	
Traffic Engineer	\$165	Survey & Mapping Specialist	\$175	Administrative/Clerical	\$65
Senior Traffic Engineer	\$185	Licensed Land Surveyor	\$190	Project Accountant	\$80
Project Manager	\$170	FUNDING & GRANT WRITING			
Senior Project Manager	\$185	Funds Analyst	\$130		
Deputy City Engineer	\$160	Senior Funds Analyst	\$140		
City Engineer	\$175	Graphic & Rendering Designer	\$125		
Principal Engineer	\$195	Grant Writer	\$155		
		Funds & Grant Project Manager	\$175		

The rates are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;" or, if Consultant owns no autos, this requirement may be met through a Hired/Non-Owned Automobile Liability policy, Codes 8,9.

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 maintained for at least one year after Project completion or, if such coverage is canceled or non-renewed, such policy shall have at least a one year extended reporting period.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. A ten (10) day written notice to Risk Manager shall apply to non-payment of premium. Consultant shall provide thirty (30) days written notice to Risk Manager prior to implementation of a reduction of limits or material change of insurance coverage as specified herein. 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 General Liability and Automobile Liability 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 General Liability and Automobile Liability 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.

1/22

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone: NAMED INSURED	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS						
TYPE OF INSURANCE	OTHER PROVISIONS						
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ 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: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px; vertical-align: top; padding: 5px;"> COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____ </td> <td style="height: 100px;"></td> </tr> </tbody> </table>		EACH OCCURRENCE	AGGREGATE	COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	
EACH OCCURRENCE	AGGREGATE						
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____							
CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____		In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ ____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____					



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.6

DATE: March 1, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: State of California Senate Bill 619 Resolution - Notification of Intent to Comply.

RECOMMENDATION

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).

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

A majority of the requirements in the State's unfunded mandate from SB 1383 had a compliance date of January 1, 2022. As jurisdictions prepare for and implement SB 1383, many local governments are facing challenges to comply with the stated deadlines due to the COVID-19 pandemic and lack of funding from the State for this mandate. This includes staffing shortages and supply chain delays of products, equipment, software or other services. In response to the challenges, on October 5, 2021, the State of California passed SB 619 to support local governments as they design and implement successful organic waste recycling programs throughout the State. The law authorizes CalRecycle to waive civil penalties for non-compliance if a jurisdiction submits a Notification of Intent to Comply for some or all of the regulatory requirements and successfully implements a plan to correct their violations.

DISCUSSION

Per SB 619, Jurisdictions that are unable to fully implement regulations due to the COVID-19 pandemic, may submit to CalRecycle a Notification of Intent to Comply (NOIC), approved by resolution of the local jurisdiction's governing body by March 1, 2022. The proposed Resolution is included as Attachment #1.

Attachment #2 is the completed CalRecycle SB 619 Notification of Intent to Comply Narrative, which lists the specific areas of SB 1383 where implementation will be delayed in the City. Currently, the City is meeting 20 out of 28 elements related to SB 1383. The attached NOIC identifies the eight elements of SB 1383 that the City is reporting to CalRecycle as delayed and provides a timeline for full implementation. Below are the eight elements detailed in the NOIC:

- (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services
- (H) 14 CCR section 18984.7 Container Color Requirements
- (I) 14 CCR section 18984.8 Container Labeling Requirements
- (P) 14 CCR section 18988.4 Recordkeeping Requirements for Compliance with Jurisdiction Hauler Program
- (W) 14 CCR section 18993.1 Recovered Organic Waste Product Procurement Target
- (X) 14 CCR section 18993.2 Recordkeeping Requirements for Recovered Organic Waste Procurement Target
- (Y) 14 CCR section 18993.3 Recycled Content Paper Procurement Requirements
- (Z) 14 CCR section 18993.4 Recordkeeping Requirements for Recycled Content Paper Procurement

SB 619 delays the ability for CalRecycle to impose penalties on local governments that are found to be non-compliant with elements of the SB 1383 regulations by one year through January 1, 2023. Additionally, SB 619 adds that a penalty may only be imposed if CalRecycle finds that a local government did not make a reasonable effort, as determined by the department, to comply with the regulations. Ultimately, SB 619 offers the City additional time to implement the requirements established by SB 1383 without facing fines.

The City of Oxnard, Public Works, Environmental Resources Division has continued dialogue with CalRecycle and all of the elements of our SB 1383 compliance plans have been provided to the agency. We will continue to work toward the full implementation of SB 1383 under their guidance.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no fiscal impact at this time. All new services required by SB 1383 will be charged per the current rate model, when applicable. Because this is an unfunded State mandate, staff will continue to evaluate and determine if recent operational changes create any financial impacts.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 8, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Todd Vasquez-Housley, Environmental Resources Division Manager

ATTACHMENTS

1. SB 619 Resolution
2. SB 619 CalRecycle NOIC

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD SERVES AS A NOTICE OF INTENT TO COMPLY WITH SENATE BILL 1383, SECTION 14 CCR - 18997.3.

WHEREAS, the City of Oxnard determines in good faith that the provisions of Senate Bill 1383 would cause the City to incur administrative penalties as defined under Section 18997.3 in violation of the timely execution of some aspects of the requirements resulting in minor violations. Minor violations may include, but are not limited to failure to meet some of the provisions under Sections 17403.0 through 18995.4.

WHEREAS, the City of Oxnard determines in good faith that the provisions of Senate Bill 1383 would cause the City to incur administrative penalties as defined under Section 18997.3 in violation of the timely execution of some aspects of the requirements resulting in moderate violations. Moderate violations may include but are not limited to failure to meet most of the provisions under Sections 17403.0 through 18995.4.

WHEREAS, the City of Oxnard determines in good faith that the provisions of Senate Bill 1383 would cause the City to incur administrative penalties as defined under Section 18997.3 in violation of the timely execution of some aspects of the requirements resulting in major violations. Major violations may include but are not limited to failure to meet all of the provisions under Sections 17403.0 through 18995.4.

In ACCORDANCE WITH, Senate Bill 1383, the City of Oxnard shall make reasonable efforts in a mutually agreeable fashion to maintain to the maximum extent practicable its original intent without violating the provisions of the Bill, thereby causing the imposition of administrative penalties. These provisions include but are not limited to the following:

- Timely execution of enforceable mechanisms,
- Timely adoption of an updated solid waste ordinance,
- Timely implementation of container labeling and color requirements,
- Timely enforcement of edible food waste generator and recovery organizations tracking, education and monitoring,
- Timely determination of technologies that constitute a reduction in landfill disposal with Ventura County, including adequate organic waste capacity,
- Completion of the issuance of waivers,
- Complete records of education and outreach requirements,
- Complete records of 3rd party and self-haulers operating within city limits,
- An adopted Model Water Efficient Landscape Ordinance,
- Compliance with procurement requirements,

- Significant participation of organics and food scraps collections among covered businesses.

PURSUANT TO SB 619, the City of Oxnard determines in good faith that meeting all of the provisions of SB 1383 in its entirety is unfeasible due to the following reasons:

- Cities were given only 13 months to fully prepare for this extremely complex and far-reaching legislation
- Ventura County still fails to have a viable option for organics processing, including no facility with anaerobic digestion capabilities
- Due to COVID 19 pandemic, many businesses have experienced great hardship and therefore are unable to absorb increased costs associated with food waste collection services
- Due to the older nature of the City of Oxnard's infrastructure, many businesses, including most multifamily complexes do not have sufficient capacity inside existing enclosures to accommodate the necessary extra bins required to collect organics
- Due to COVID 19 pandemic, progress towards the adoption of ordinances or enforceable mechanisms has been delayed
- Due to COVID 19 pandemic, the City of Oxnard has experienced supply chain delays resulting in inventory issues

IN ACCORDANCE WITH Senate Bill 619, the City of Oxnard proposes the following timeline for execution of the provisions required by SB 1383 as follows:

- By March 1, 2022, the City Council will adopt an enforceable mechanism(s) and updated solid waste ordinance reflective of requirements in SB 1383
- By June 30, 2022, the City will have finalized the issuance of all waivers and have a conforming reporting mechanism
- By June 30, 2022, the City will have formalized a plan for procurement pursuant to SB 1383 requirements
- By September 30, 2022, the City will have established its edible food recovery program in collaboration with the other 7 cities and the County of Ventura
- By July 1, 2023, the City will be on track to replace and/or modify all collection equipment to conform with provisions in SB 1383
- By the end of 2022, the City will have identified and/or received records from 3rd party and self-haulers
- The City of Oxnard has received Council approval to begin negotiations with a firm to develop vacant property adjacent to the Del Norte Regional Recycling and Transfer Station into a regional organics receiving and processing facility. The City estimates completion of a facility by the end of 2025
- By the end of 2022, the City will have a robust commercial food scraps collection program in place

PASSED, APPROVED and ADOPTED this day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CalRecycle SB 619

Notification of Intent to Comply Narrative

City of Oxnard

(1) Select using the checkboxes below or write in the continuing violations for each applicable regulatory section. For each selection, please describe the specific violations related to the regulatory section.

(A) 14 CCR section 18984 Combined Organic Waste Collection Services. This requirement is not included since the requirements are further specified in sections 18984.1-18984.11.

X (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services

- Single-family residential organic waste collection services are nearly 95% implemented
 - Identified sections of routes are being addressed on a case-by-case basis
 - Identify those accounts by January 30, 2022
 - Notify those accounts of their options/requirements by February 18, 2022
 - Supply those accounts with organic waste collection services by March 31, 2022 (depends upon supply chain & available inventory)
 - Identify contamination and/or other violations by way of "lid lifts" starting mid-January 2022
- Multi-family and Commercial business organic waste collection services will be phased in throughout 2022
 - There are approximately 500 Multi-family and 2000 Commercial businesses that fall under AB 1826 $\leq$ 2 cubic yard threshold
 - Approximately 95% of those accounts remain non-compliant with AB 1826 and thus SB 1383 as well.
 - Non-compliant accounts will be sent notification via certified mail by February 1, 2022
 - Accounts will have until March 31, 2022, to subscribe to service

- All accounts remaining out of compliance by July 1, 2022, will receive a Notice of Violation with a 60-day Notice to Comply. Per SB 1383, no penalties can be levied until January 1, 2024.
- All accounts that are eligible for a waiver will be identified, approved, or denied their application and tracked by July 1, 2022

X (H) 14 CCR section 18984.7 Container Color Requirements

- All single-family residential containers conform with color requirements
- Commercial bins currently do not conform with color requirements
 - Commercial bins will be repainted to conform with color requirements starting July 1, 2022
 - All newly purchased commercial bins will conform with color requirements starting July 1, 2022 with phased completion prior to the deadline January 1, 2036

X (I) 14 CCR section 18984.8 Container Labeling Requirements

- The majority of single-family residential containers conform with labeling requirements
- All newly purchased residential containers will conform with labeling requirements starting July 1, 2022 with phased completion prior to the deadline January 1, 2036
- Commercial bins currently do not conform with labeling requirements
 - Commercial bins will be repainted to conform with labeling requirements starting July 1, 2022
 - All newly purchased commercial bins will conform with labeling requirements starting July 1, 2022 with phased completion prior to the deadline January 1, 2036

X (P) 14 CCR section 18988.4. Recordkeeping Requirements for Compliance with Jurisdiction Hauler Program

- The jurisdiction currently complies with the majority of the requirements as specified in 14 CCR section 18988.1 - 18988.3
 - For the purposes of the NOIC, the jurisdiction may not fully comply with the recordkeeping requirements, including, but not limited to
 - A record of hauler compliance, including copies of all haulers reports, copies of all written approvals, denials, and revocations, and/or a

comprehensive record that includes the dates of activities, hauler name, and the type of the action taken by the jurisdiction.

- All Hauler Records, including the provisions specified in this section, shall be addressed by the jurisdiction by December 31, 2022

X (W) 14 CCR section 18993.1. Recovered Organic Waste Product Procurement Target

- Jurisdiction will not meet the Recovered Organic Waste Product Procurement Target of 16,374 tons per year in 2022.
- On or before March 31, 2022, the Jurisdiction's SB 1383 Implementation Point of Contact will
 - provide the designated Department leads (i.e. Purchasing/Procurement, Fleet, Facilities, and Parks and Recreation) a form to report on any written and/or adopted policies
 - provide the designated Department leads (i.e. Purchasing/Procurement, Fleet, Facilities, and Parks and Recreation) a form to report quantities, sources and greenhouse gas emissions reduction conversion/calculations
- The designated Department leads (i.e. Purchasing/Procurement, Fleet, Facilities, and Parks and Recreation) will have until July 15, 2022 to provide this information to the Jurisdiction's SB 1383 Implementation Point of Contact to be included in the August 1, 2022 Annual Report

X (X) 14 CCR section 18993.2. Recordkeeping Requirements for Recovered Organic Waste Procurement Target

- Refer to the previous section

X (Y) 14 CCR section 18993.3. Recycled Content Paper Procurement Requirements

- Refer to the previous section

X (Z) 14 CCR section 18993.4. Recordkeeping Requirements for Recycled Content Paper Procurement

- Refer to the previous section

(2) A detailed explanation of the reasons why the jurisdiction is unable to comply, supported by documentation, if applicable.

- Limited resources. Because this is an unfunded mandate, the City of Oxnard has not had sufficient resources to complete the required work applicable to the population of

over 200,000 residents, 37,000 households, 2,500 commercial businesses, and nearly 500 multi-family properties.

- (i) Despite the efforts to fully staff the Division with adequate staffing resources, recruitments have failed and the lack of applicants during the Covid-19 Pandemic has limited the Division's capacity to just two (2) full-time employees (FTEs) responsible for AB 341 (post-Jurisdictional Compliance Order and Local Implementation Plan 2018 - 2021), AB 1826, SB 1383 implementation plans and outreach / education, in addition to other duties as assigned which include but are not limited to the following
 - 1) General Program Outreach and Education
 - 2) Enforcement of existing local ordinances
 - 3) Service change requests, initiating new service
 - 4) Reviewing newly planned projects via the Design Advisory Committee and Community Development Plan Check
 - 5) Supervising special events
 - 6) Participating in Department-directed special projects, events and reporting
 - 7) Interfacing with the City Manager's Public Information Office
 - 8) Responding to customer inquiries
 - 9) Managing customer account database
 - 10) Applying for and administering grant programs, such as the City-County Beverage Container Redemption and Used Motor Oil Recycling
- (ii) The Collection, MRF and Transfer operations are also struggling with COVID-related absences and difficulty filling 16 current vacancies due to current job market.
- (iii) Amount of additional responsibilities pursuant to the implementation of of SB 1383 including, but not limited to
 - 1) The fact that the City of Oxnard is not just the jurisdiction, but also the Collection hauler, MRF processing and transfer facility
 - 2) Coordinating with Collection's to ensure adherence with three-container waste collection services

- 3) Coordinating with Collection's to ensure adherence to container color and labeling requirements
 - 4) Conducting route reviews and insuring contamination minimization
 - 5) Coordinating responsible party's recordkeeping requirements
 - 6) Coordinating Waiver issuance
 - 7) Conducting Outreach and Education regarding
 - a) Organic Waste Recovery activities
 - b) Edible Food Recovery activities
 - 8) Recordkeeping for
 - a) Organic Waste Recovery activities
 - b) Edible Food Recovery activities
 - 9) Outreach to and recordkeeping of Self and 3rd party haulers' activities
 - 10) Coordinating the jurisdiction's achievement of the Recovered Organic Waste Procurement Targets
 - 11) Semi-annual and Annual reporting
 - 12) Enforcement of violations/Code Enforcement
- Lack of adequate Organic Waste Processing in the region.
 - (i) Despite the region's continued and long-standing efforts to approve and construct the necessary infrastructure to collect, process and recover organic waste, there is no such facility at this time
 - (ii) The City of Oxnard is currently working opportunities for local organic processing, however, such an investment will require more time
 - (iii) The current short-term solution, while technically meeting the requirements of SB 1383, only creates more inefficiencies, redundancies, externalized problems, and stress on an already limited infrastructure
 - Antiquated, outdated and impractical data management system.
 - (i) The City of Oxnard's billing system is still on a 1990s DOS-based software application, which was developed and implemented before the necessary requirements of SB 1383
 - 1) Staff has submitted a request in the recent SB 1383 Implementation Grant to ameliorate this deficiency

(3) A description of the impacts of the COVID-19 pandemic on compliance.

- Since the City of Oxnard is not only the local jurisdiction responsible for SB 1383 implementation, we are also the hauler and the transfer facility, which complicates and increases the number of opportunities for disruption due to COVID.
 - (i) Since the start of the pandemic, staff call-outs due to COVID have increased significantly.
 - (ii) COVID has impacted the supply chain, delaying the resupply of container inventory
 - (iii) The City also experienced a Ransomware attack early in 2020, which further impacted operations

(4) Provide a description of the proposed actions the jurisdiction will take to remedy the violations with a proposed schedule for completing each action. The proposed actions shall be tailored to remedy the violations in a timely manner.

- Provided in the previous section.

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge.

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Signature	Printed Name	Title	Date



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. 1.7

DATE: March 1, 2022

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Purchase and sale Agreement between the City of Oxnard and the Oxnard Housing Authority for the sale, in the amount of \$1, of a single-family home located at 3139 J Street.

RECOMMENDATION

1. That the City Council adopt a resolution authorizing the City Manager or designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a purchase and sale agreement, a regulatory agreement, and a declaration of restrictive covenants by and between the City of Oxnard and the Oxnard Housing Authority for the sale of residential real property located at 3139 J Street.
2. That the Board of Commissioners of the Oxnard Housing Authority adopt a resolution approving and authorizing its Executive Director or designee to execute and take all needed actions in consultation with the Authority's General Counsel relative to entering into a purchase and sale agreement, a regulatory agreement, and a declaration of restrictive covenants by and between the City of Oxnard and the Oxnard Housing Authority for the purchase of residential real properties located at 3139 J Street.

BACKGROUND

In 2006, the City acquired a 1,233 square foot, four-bedroom single-family detached home located at 3139 J Street in Oxnard, APN 205-0-041-115, for \$595,000 per a settlement agreement arising from a claim of property damage. Since 2008, the home was rented to a tenant family that gave notice to vacate in November of 2021, and subsequently voluntarily terminated their tenancy.

Since at least 2008, the administration of the lease and the property has been performed by a private rental property management firm, which was funded by 8% of the monthly rent. The Liability Fund was the funding source for the purchase of the property, and also received the rental income (approximately \$1,750 per month, after payment to the management company). With the property being vacant, there is currently no agreement with any firm for the purpose of managing the property.

Oxnard Housing Authority (OHA) property services staff have inspected the property and determined that significant deferred maintenance issues need to be addressed in order to prepare the property for occupancy. The estimated cost of the needed repairs, which includes replacing the roof, is approximately \$34,900.

DISCUSSION

The mission of the OHA encompasses the provision, maintenance, and management of affordable housing units for low-income City residents. The OHA currently owns over 600 public housing units. The OHA's property services division, which is fully staffed by skilled maintenance workers, has the expertise to and does perform needed property maintenance, landscaping, and modernization at all OHA-owned housing complexes.

Given that the provision and management of housing is part of the core responsibilities of the OHA, and given that the City does not have any residential property management staff or dedicated rental unit maintenance personnel, staff recommends that this property be sold for \$1 to the OHA.

The recommended action would include transfer of title, and assumption by the OHA of the obligation to perform the needed maintenance to restore the property to an acceptable standard to be placed on the rental market. In accordance with its mission, the OHA would ensure that the unit remains affordable, and that it is rented to a low-income family, consistent with the requirements established by the OHA and by the Department of Housing and Urban Development (HUD) that are applicable to all OHA-owned rental units.

The property sale would be effectuated by execution of a Purchase and Sale Agreement (Attachment No. 1), and the affordability commitments for future tenants are set forth in the Regulatory Agreement and Declaration of Restrictive Covenants (Attachment No. 2). In the event of any breach of any agreement or obligation under the Regulatory Agreement by the Housing Authority, the City has a number of remedies, including taking back possession and ownership of the property.

In order to effectuate this sale, resolutions have been prepared for adoption by both the City Council and the Board of Commissioners of the Oxnard Housing Authority (Attachments No. 3 and No. 4 hereto). Staff recommends that the Council and the Board of Commissioners approve those Resolutions, which authorize the City Manager and the OHA Executive Director to take the necessary actions and execute the appropriate documents to finalize the sale.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The City spent \$595,000 in 2006 to acquire the house and has received approximately \$260,000 in rent revenue since the acquisition. The financial impact of the recommended action to the City is that the monthly rent revenue will no longer go to the Liability Fund, an estimated value of \$21,000 per year. In addition, the house, with a current estimated value of approximately \$600,000, will no longer be an asset to the general fund. The house will also no longer be a liability to the City, such as the estimated \$35,000 in repairs.

The financial impact on the OHA will include the value of the home itself, monthly rent revenue - which will be higher than the rent revenue the City received as there will no longer be an 8% management fee - and after the repairs the rental market value will be set. The financial impact to the OHA also includes the assumption of the obligation to perform needed repairs, with an immediate estimated cost of approximately \$34,900, as well as the ongoing management and maintenance. The sale of this property to the OHA will improve the financial stability of the OHA.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Purchase Sale Agreement
2. Regulatory Agreement and Declaration of Restrictive Covenants
3. City Council Resolution_ 3139 J Street
4. Housing Authority Resolution_ 3139 J Street

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”), dated as of _____, 2022 (the “**Effective Date**”), is entered into by and between the CITY OF OXNARD, a municipal corporation (“**Seller**”), and the HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body, corporate and politic (“**Buyer**”).

1. Purchase and Sale

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms, covenants and conditions set forth herein, for that certain real property located in the County of Ventura, State of California, commonly known as 3139 J Street, Oxnard, CA 93036, APN: 205-0-041-115, and legally described in Exhibit A attached hereto (“**3139 J Street**”).

2. Purchase Price; Escrow

2.1. Purchase Price. The purchase price (the “**Purchase Price**”) for the Properties shall be One Dollar (\$1.00), payable in accordance with this Agreement.

2.2. Escrow. Escrow shall be opened (the “**Escrow**”) with [**Escrow Officer name**] at [**address/contact info**] (the “**Escrow Holder**”). Within two (2) business days following the Effective Date, Seller shall deliver a copy of this Agreement to Escrow Holder. Buyer and Seller will execute joint escrow instructions consistent with the terms of this Agreement (the “**Escrow Instructions**”).

2.3. Payment of Purchase Price. Buyer agrees to pay, or cause to be paid, the Purchase Price to Seller through the Escrow Holder by depositing cash or a certified or cashier’s check payable to the Escrow Holder, or by electronic transfer of immediately available funds, which must be delivered to the Escrow Holder at least three (3) days before the Closing Date.

2.4. As-Is Condition of Properties. Buyer hereby accepts the Properties on an “AS IS WITH ALL FAULTS” basis, in its existing condition and with all faults, and assumes the risk of any and all latent or patent defects in the condition of the Properties. Buyer is not relying on any representation, warranty, covenant or agreement of any kind whatsoever, express or implied, from Seller or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Properties, including without limitation: (i) the quality, nature, adequacy or physical condition and aspects of the Properties; (ii) the quality, nature, adequacy and physical condition of soils, geology and groundwater; (iii) the existence, quality, nature, adequacy and physical condition of utilities services or roadways serving the Properties; (iv) the development potential of the Properties, and the use, habitability, value or adequacy of the Properties for any particular purpose; (v) the zoning or other legal status or entitlement or lack thereof of the Properties with any applicable codes, laws, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions of any governmental entity or of any other person or entity; (vi) the presence of any underground storage tank or hazardous materials on, under or about the Properties or the adjoining or neighboring property; (vii) roads and access; or (viii) the economics of the operation of the Properties.

2.5. Buyer’s Assumption of Risk. Buyer represents and warrants that prior to entering into this Agreement, Buyer has had the opportunity to perform all investigations of the Properties that Buyer deems to be necessary or appropriate, including: (i) soils and environmental investigations; (ii) zoning, utilities and drainage investigations; (iii) physical site inspections and investigations; (iv) a thorough review of all entitlements and materials relating to the potential development of the Properties; (v) market and economic feasibility investigations; and (vi) information regarding public agencies or authorities having jurisdiction over the Properties, as necessary. Buyer acknowledges that it has satisfied itself as to the suitability,

feasibility and all other matters relating to the Properties based solely on its own investigations and analyses and not in reliance on the accuracy or completeness of any information provided by Seller or any of its agents, consultants or contractors.

2.6. Title. Buyer represents and warrants that it has reviewed and approves all matters relating to the title to the Properties, including the following matters:

- 2.6.1.** All matters disclosed by that certain preliminary title report dated **<DATE>**, issued by First American Company, a copy of which is attached hereto as Exhibit B. Buyer may obtain, at Buyer's sole cost and expense, ALTA surveys of the Properties, in form sufficient to satisfy the requirements of First American Title Company for the issuance of an ALTA owner's policy of title insurance, and copies of which, as well as copies of any updates thereof or supplements thereto, shall be provided by Buyer to Seller promptly upon Buyer's receipt thereof.
- 2.6.2.** All matters relating to any governmental and other legal requirements relating to the Property, such as taxes, assessments, zoning and building codes.
- 2.6.3.** The physical condition of the Properties, including all physical and functional aspects of the Properties, and including an investigation as to the presence of hazardous materials on or under the Properties and the compliance of the Properties with all hazardous materials laws.

2.7. Release and Indemnity

- 2.7.1.** Effective as of Closing, Buyer waives its right to recover from Seller and forever releases, covenants not to sue and discharges the Seller and related parties from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Properties, including, but not limited to, the presence of any hazardous materials on, in, under or about the Properties, except for any liability of Seller for any breach of any representation or warranty set forth in Section 2.8 below.
- 2.7.2.** Effective as of Closing, Buyer shall indemnify, defend and hold Seller harmless from and against any and all suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expense or costs whatsoever arising from, relating to, or occasioned in any way by the physical condition of the Properties, including, but not limited to, the presence of any hazardous materials on, in, under or about the Properties, except for any liability of Seller for any breach of any representation or warranty set forth in Section 2.8 below.
- 2.7.3.** The release and indemnity set forth in this Sections 2.7 above, includes claims, liabilities and other matters of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's willingness to enter into the release and indemnification of the Seller. In this connection and to the fullest extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer understands and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and

expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the release and indemnification set forth in this Section 2.7 have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller and related parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses, except for any liability of Seller for any breach of any representation or warranty set forth in Section 2.8 below.

2.7.4. The provisions of this Section 2.7 shall survive the Closing.

2.7.5. California Civil Code Section 1542 provides as follows:

2.7.6. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

2.7.7. By initialing this paragraph, Buyer acknowledges that it has read, is familiar with, and waives the provisions of California Civil Code § 1542 set forth above, and agrees to all of the provisions of Section 2.7 above.

2.7.8. Buyer's Initials: _____

2.8. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.8.1. Seller has the power and authority to enter into this Agreement and convey the Properties to Buyer and to execute and deliver the other documents referred to herein and to perform hereunder and thereunder on behalf of Seller. This Agreement has been duly authorized, executed and delivered by Seller.

2.8.2. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, nor the compliance with the terms and conditions hereof will violate, in any material respect, any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Seller is subject.

2.8.3. Seller has not granted to any third person an option to purchase all or any portion of the Properties.

2.9. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

2.9.1. Buyer has the power and authority to enter into this Agreement and to execute and deliver the documents referred to herein and to perform hereunder and thereunder on behalf of Buyer. This Agreement has been duly authorized, executed and delivered by Buyer.

2.9.2. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated by this Agreement, nor the compliance with the terms and conditions hereof will violate, in any material respect, any statute, regulation,

rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Buyer is subject.

- 2.9.3.** Buyer shall comply with all requirements of the obligations set forth in that certain Regulatory Agreement and Declaration of Restrictive Covenants (“Regulatory Agreement”) in favor of Seller, which shall be delivered by Buyer at Closing and recorded concurrently with the Grant Deeds as set forth in Section 4.5 below.

3. Conditions to Closing

- 3.1. Buyer’s Closing Conditions.** All obligations of Buyer under this Agreement are, before or at the Closing, subject to each of the following conditions precedent (“**Buyer’s Closing Conditions**”). Buyer’s Closing Conditions are solely for Buyer’s benefit and any or all of Buyer’s Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.

3.1.1. Title. On the Closing Date, Seller shall convey to Buyer through Escrow Holder marketable fee simple title to the Properties by execution and delivery of the Grant Deeds, and cause to be delivered to Buyer from the title company two ALTA Owner’s Extended Coverage Policies of Title Insurance (or equivalent form acceptable to Buyer) with liability in the amounts of \$ [REDACTED], insuring title to the Properties in Buyer, together with such endorsements as may be reasonably requested by Buyer (the “**Title Policies**”).

3.1.2. Closing Documents. Seller must have delivered to Escrow Holder the documents and funds it is required to deliver through Escrow at Closing.

3.1.3. Physical Condition. The physical condition of the Property must be substantially the same on the Closing Date as on the Effective Date.

3.1.4. Consents. All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by Seller to Buyer, including approval by Seller’s governing body.

- 3.2. Seller’s Closing Conditions.** Seller’s obligation to sell the Properties is expressly conditioned on the fulfillment of each of the following conditions precedent at or before the Closing (“**Seller’s Closing Conditions**”). Seller’s Closing Conditions are solely for Seller’s benefit and any of Seller’s Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.

3.2.1. Purchase Price. Buyer must have delivered the Purchase Price to Escrow Holder.

3.2.2. Delivery of Closing Documents and Funds. Buyer must have delivered to Escrow Holder the documents and funds specified in Section 4.4, below.

4. Closing.

- 4.1. Escrow.** Buyer and Seller, upon Escrow Holder’s request, agree to execute such Escrow Instructions as are reasonably required to consummate the transaction contemplated by this Agreement.

- 4.2. Closing Definitions.**

- 4.2.1. Definition. The “**Closing**” means the exchange of money and documents as described herein and will be deemed to have occurred when Seller’s Grant Deeds to Buyer have been recorded concurrently with the Regulatory Agreement, the title company is irrevocably and unconditionally committed to issue the Title Policies, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.
 - 4.2.2. Closing Date. Seller and Buyer agree that the Closing will occur no later than thirty (30) days after the Effective Date.
- 4.3. Seller’s Deposit of Documents and Funds. Seller must deposit into Escrow the following documents duly executed by Seller and in form and substance reasonably satisfactory to Buyer:
 - 4.3.1. Deeds. The duly executed and acknowledged grant deeds conveying the Properties to Buyer (the “**Grant Deeds**”); and
 - 4.3.2. Additional Documents. Such additional documents, including the Escrow Instructions, and funds, as may be required by Escrow Holder, or as necessary to convey the Properties in accordance with this Agreement.
- 4.4. Buyer’s Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:
 - 4.4.1. Purchase Price. The Purchase Price;
 - 4.4.2. Regulatory Agreement. The duly executed and acknowledged Regulatory Agreement described in Section 2.9(c), above; and
 - 4.4.3. Additional Documents. Such additional documents, including signed written Escrow instructions consistent with this Agreement, as may be required by Escrow Holder, or as necessary to convey the Properties in accordance with this Agreement.
- 4.5. Closing. When the Escrow Holder receives all documents and funds identified in this Article 4, and the title company is ready, willing, and able to issue the Title Policies, the Escrow Holder will close Escrow by:
 - 4.5.1. Recording the Grant Deeds;
 - 4.5.2. Recording the Regulatory Agreement;
 - 4.5.3. Issuing the Title Policies to Buyer; and
 - 4.5.4. Paying the Purchase Price to Seller.
- 4.6. Closing Costs. Closing costs shall be allocated as follows:
 - 4.6.1. Escrow Fees. Paid equally by Seller and Buyer.
 - 4.6.2. Cost of Title Policies. Paid by Buyer.

4.6.3. Cost of Recording Grant Deeds and All Applicable Documentary Transfer Taxes. Paid by Buyer.

4.6.4. Other Costs, Charges, and Expenses. Borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with the custom in the county where the Properties are located.

4.7. Possession. Seller will deliver exclusive right of possession of the Properties to Buyer on the Closing Date.

4.8. No Broker's Commission. No broker is being used in this transaction and no broker's commission is due.

5. Survival

The obligations of Seller and Buyer under this Agreement shall survive the Closing.

6. Default

In the event of default, the non-breaching party hereunder shall be entitled: (i) to enforce its rights under this Agreement specifically, which right of specific performance is appropriate based upon the unique nature of the Property; (ii) to recover damages and costs by reason of any breach of any provision of this Agreement; and (iii) to exercise all other rights granted by law to such non-breaching party. The parties further agree and acknowledge that the non-breaching party may, in its sole and absolute discretion, exercise any and all other remedies available to it at law or in equity.

7. Notices

Any and all notices and other communications required or permitted to be given under this Agreement shall be in writing and either: (i) personally delivered, in which case notice shall be deemed delivered upon receipt; (ii) sent by facsimile, in which case notice shall be deemed delivered upon the sender's receipt of confirmation of transmission of such facsimile notice produced by the sender's facsimile machine; (iii) sent by any national recognized overnight courier service with provisions for proof of delivery, in which case notice shall be deemed delivered on the next business day after the sender deposits the same with such delivery service; or (iv) sent by United States Postal Service, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of delivery as shown on the return receipt or the date of the addressee's refusal to accept delivery as indicated by the United States Postal Service, and in any case such notices or other communication shall be addressed to the following addresses:

Buyer: Housing Authority of the City of Oxnard
 435 South "D" Street
 Oxnard, CA 93030
 Attn: Brenda Lopez

Seller: City of Oxnard
 305 W. 3rd Street
 Oxnard, California 93030
 Attn: Emilio Ramirez

Either party may change its address for notice from time to time by notice to the other party in writing to the other in the manner aforesaid; provided that any such notice of change of address shall only be effective upon actual receipt by the other party.

8. Miscellaneous

8.1. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

8.2. Construction

8.2.1. No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

8.2.2. As used herein, the terms "include," "including" and similar terms shall be construed as if followed by the phrase "but not limited to." The terms "hereof," "herein" and "hereunder" and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular article or provision, except as expressly so stated.

8.2.3. It is the intent of the parties that all indemnification obligations of either party set forth in this Agreement shall apply without regard to whether or not (i) the indemnifying party is negligent or otherwise at fault in any respect with regard to the existence or occurrence of any of the matters covered by any such indemnification obligation, or (ii) the indemnifying party otherwise caused or created, or is claimed to have caused or created, the existence or occurrence of any of the matters covered by any such indemnification obligation, whether through its own acts or omissions or otherwise.

8.3. Business Days; Deadlines. As used in this Agreement and any document executed by any party hereto to another party hereto at the Closing, the term "business days" means all days of the year except Saturdays, Sundays, and the holidays recognized by the Federal Reserve Bank of San Francisco. If a deadline provided in this Agreement or any document executed by any party hereto to another party hereto at the Closing falls on a day other than a business day, such deadline shall be extended until the first business day thereafter.

8.4. Entire Agreement. This written Agreement, including all Exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained or merged herein. The Exhibits attached hereto are hereby incorporated in and made part of this Agreement.

8.5. Recording. The parties agree that this Agreement shall not be recorded. If Buyer causes this Agreement or any notice or memorandum thereof to be recorded, this Agreement shall be null and void at the option of Seller.

8.6. No Continuance. Buyer acknowledges that there shall be no assignment, transfer or continuance of Seller's insurance coverage after the Closing.

- 8.7. Time of Essence.** Time is of the essence in this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is not a business day, in which case the period shall be deemed to run until the next day which is a business day.
- 8.8. Original Document.** This Agreement may be executed by all parties in electronic counterparts in which event each shall be deemed an original, and all of which shall constitute one and the same agreement.
- 8.9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in Ventura County.
- 8.10. Amendment.** This Agreement may be amended or modified only by written agreement subsequently executed by Buyer and Seller.
- 8.11. Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.
- 8.12. Assignment.** Neither party may assign its rights under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER: CITY OF OXNARD, a municipal corporation

By: _____
Alexander Nguyen, City Manager

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

BUYER: HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body, corporate and politic

By: _____
Emilio Ramirez, Director

EXHIBIT A

LEGAL DESCRIPTION

Real property commonly known as 3139 J Street, in the City of Oxnard, County of Ventura, State of California, legally described as:

ALL CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 337, OF SUNKIST GARDENS NO. 2, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 223, PAGE 69 TO 71, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 205-0-041-115

EXHIBIT B

PRELIMINARY TITLE REPORT

NO FEE DOCUMENT Recording requested by and when recorded, mail to: Oxnard Housing Authority 435 South D Street Oxnard, California 93030 Attn: Emilio Ramirez	
NO FEE DOCUMENT PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 27383	

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Regulatory Agreement and Declaration of Restrictive Covenants (this “**Agreement**”) is made as of this ____ day of ____, 2022 by and between the City of Oxnard, a municipal corporation (the “**City**”), and the Housing Authority of the City of Oxnard, a public body, corporate and politic (the “**Housing Authority**”).

RECITALS

- A. The City owns that certain real property located at 3139 J Street, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (“Property”).
- B. Concurrently with the recording of this Agreement, the City is transferring title to the Property to the Housing Authority for a purchase price of one dollar (\$1), subject to the terms and conditions of this Agreement.
- C. As further consideration for the sale of the Property, the Housing Authority has agreed to enter into and record this Agreement. The purpose of this Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Property. The covenants in this Agreement are intended to run with the land and be binding on the Housing Authority and its successors and assigns in the Property.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the aforementioned sale of the Property, the Housing Authority and the City hereby agree as follows:

1. DEFINITIONS

- 1.1. “**Actual Household Size**” means the actual number of persons in the applicable household.
- 1.2. “**Adjusted Income**” means the total anticipated annual income of the Tenant as calculated pursuant to 24 C.F.R. 92.203(b)(1).

- 1.3. **“VLIH”** means the Units which, pursuant to Section 3.1 below, may be occupied by Very-Low Income Households.
- 1.4. **“Very Low-Income Household”** means a Tenant with an Adjusted Income that does not exceed fifty percent (50%) of Median Income.
- 1.5. **“Median Income”** means the median gross yearly income, adjusted for Actual Household Size, in the County of Ventura, California.
- 1.6. **“Qualifying Household”** means a Tenant that qualifies as a Very Low-Income Household, as defined herein.
- 1.7. **“Qualifying Rent”** means the total monthly charges for Rent, which shall not exceed, three-bedroom payment standard as defined by the Oxnard Housing Authority.
- 1.8. **“Rent”** means the total monthly payments by the Tenant or on behalf of the Tenant for the use and occupancy of the Unit, land and associated facilities, including parking.
- 1.9. **“Tenant”** means a household that occupies the Property.
- 1.10. **“Term”** means the period beginning on the date of this Agreement and ending on the fifty-fifth (55th) anniversary thereof.
- 1.11. **“Unit”** means the residential unit on the Property.
- 1.12. **“Very Low-Income Household”** means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, as defined in 24 C.F.R 92.2.
- 1.13. **“Very Low-Income Unit”** means the Unit which, pursuant to Section 3.1 below, are required to be occupied by Very Low-Income Households.

2. TERM AND COMPLIANCE

- 2.1. **COMPLIANCE WITH CITY REQUIREMENTS.** The Housing Authority’s actions with respect to the Property shall at all times be in full conformity with all of the ordinances and requirements of the Oxnard Municipal Code.
- 2.2. **TERM OF AGREEMENT.** This Agreement shall commence upon the date of this Agreement and terminate fifty-five (55) years thereafter. The requirements of this Agreement shall apply throughout the Term without regard to the term of any loan or mortgage, or any transfer of ownership of the Property.

3. OCCUPANCY AND RENTS

- 3.1. **OCCUPANCY OF UNITS.** During the Term of this Agreement, the Housing Authority shall take all reasonable steps to ensure the Property is occupied by a Qualifying Household. The Property must be occupied by a Very Low-Income Household whose rents do not exceed the Qualifying Rent.

3.2.COMPLIANCE WITH FAIR HOUSING AND DISABILITY LAWS. The Property shall be maintained and operated to comply with all applicable federal, state, and local requirements for access for disabled persons, including but not limited to Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended, and with implementing regulations at 24 CFR, Part 8, and the Fair Housing Act (42 USC 3601-3619), implemented at 24 CFR Part 100, Subpart D.

3.3.MAXIMUM RENTAL CHARGES. Subject to the provisions of Section 3.5 below, the Rent paid by the Tenant may not exceed the Qualify Rent.

3.4.INCOME CERTIFICATION. The Housing Authority shall obtain, complete, and maintain on file, immediately prior to initial occupancy, and annually thereafter, income certifications from each Tenant renting the Property. The Housing Authority shall make a good faith effort to verify the accuracy of the income provided by the applicant or Tenant, as the case may be, in an income certification. To verify the information, the Housing Authority shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the current employer; (v) obtain an income verification form from the Social Security Administration or the California Department of Social Services if the applicant or Tenant receives assistance from either of such agencies; or (vi) if the applicant or Tenant is unemployed and does not have a tax return, obtain another form of independent verification. Copies of Tenant income certifications are to be made available to the City upon request.

3.5.RENT INCREASES; INCREASES IN TENANT INCOMES.

3.5.1. Rent Increases. Annual increases in Qualifying Rents shall be calculated based on the change in Median Income published annually by HUD. At least sixty (60) calendar days prior to increasing Qualifying Rents on the Unit, the Housing Authority shall submit to the City for review and approval a written request for such increase. Tenants shall be given at least thirty (30) days written notice prior to any increase in Qualifying Rents. The City shall approve such request if the increased Qualifying Rents will comply with all applicable Federal, State and Local laws and regulations.

3.5.2. Increases in Qualifying Household Incomes. In the event that recertification of a previously-Qualifying Household's Annual Income indicates that the Annual Income exceeds the maximum designated for a particular Unit, the Housing Authority may increase rents on such Unit only as permitted by HUD in accordance with regulations regarding "over-income tenants" at 24 CFR 92.252(i).

4. LEASING THE PROPERTY

4.1.TENANT LEASES. In newly leasing the Unit, the Housing Authority shall use a form of lease which must not contain any provision which is prohibited by 24 C.F.R. Section 92.253(b), must comply with all requirements of this Agreement, and must, among other matters:

4.1.1. Provide for termination of the lease for failure to: (i) provide any information required under this Agreement or reasonably requested by the Housing Authority to establish or recertify the Tenant's qualification as a Qualifying Household, or, as applicable, (ii) qualify as a Qualifying Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

4.1.2. Be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and the Housing Authority, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of the Housing Authority and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 3.5 above.

4.1.3. Provide that any termination of a lease or refusal to renew a lease for the Unit must be in conformance with 24 C.F.R. 92.253(c), and must be preceded by not less than thirty (30) days written notice to the Tenant by the Housing Authority specifying the grounds for the termination.

4.2.TENANT SELECTION. Tenant selection must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d) and any modifications thereto.

4.3.NONDISCRIMINATION. The Housing Authority shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Units on the basis of race, color, ancestry, national origin, religion, sex, gender, gender identity or expression, sexual preference, age, marital status, family status, source of income, military or veteran status, physical or mental disability, medical condition, genetic information, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), or any basis prohibited by law. The Housing Authority shall include a statement in all advertisements, notices and signs for the availability of Units for rent to the effect that the Housing Authority is an Equal Housing Opportunity Provider.

4.4.MARKETING PLAN. The Housing Authority shall adopt a plan for marketing the Unit, including procedures for affirmative marketing efforts in compliance with fair housing laws and the City's affirmative fair marketing guidelines.

5. PROPERTY MANAGEMENT

5.1.MANAGEMENT RESPONSIBILITIES. The Housing Authority is responsible for all management functions with respect to the Property, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Property.

5.2.APPROVAL OF MANAGEMENT POLICIES. The Housing Authority shall submit its written management policies with respect to the Property to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.3.INSPECTION AND RECORDS. The Housing Authority shall maintain records which clearly document the Housing Authority's performance of its obligations to operate the Property under the terms of this Agreement. The Housing Authority shall submit all requested records to the City within ten (10) business days of the City's request. The Housing Authority shall permit the City to enter and inspect the Property for compliance with Housing Authority's obligations under this Agreement at all reasonable times upon twenty-four (24) hours advance notice of such visit by the City to the Housing Authority and to Tenants of the Unit. The Housing Authority must include provisions in Tenant leases that allow for City inspections of the Unit.

5.4.COMPLIANCE MONITORING. The Housing Authority shall operate the Property in full compliance with this Agreement and shall remain in compliance therewith throughout the Term of this Agreement. The Housing Authority shall permit the City to conduct annual compliance monitoring, including performing on-site records review and inspections of the Property, as required by regulation or reasonably requested by City.

5.5.ANNUAL REPORT. The Housing Authority shall annually submit to the City a report in a form approved by City for the preceding period of January 1st through December 31st or portion thereof, containing the information requested by City so as to allow the City to determine the Housing Authority's compliance with this Agreement. The report shall also state the date the tenancy commenced for the Unit and such other information as the City may request. Within thirty (30) days after receipt of a written request, Housing Authority shall submit any other information or completed forms requested by the City in order to comply with reporting requirements of the City. The City shall have the right to examine and make copies of all books, records or other documents of Housing Authority which pertain to the Property or any Unit to determine compliance with this Agreement.

5.6.FEES, TAXES, AND OTHER LEVIES. The Housing Authority shall be responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency.

5.7.PROPERTY TAX EXEMPTION. The Housing Authority shall not apply for any property tax exemption for the Property under any provision of law other than California Revenue and Taxation Code Section 214(g) without the City's prior written consent.

5.8.MAINTENANCE OF EXISTING STRUCTURES. Housing Authority shall maintain the Property in good condition, in good repair, ordinary wear and tear excepted, and in a decent, safe, sanitary, habitable and tenantable condition. The Unit must meet the standards set out in 24 CFR 92.251(f) throughout the Term of this Agreement. Housing Authority shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Property. City shall have no responsibility over maintenance of the Property.

6. GENERAL PROVISIONS

6.1.SUBORDINATION. This Agreement shall be senior and not be subordinate to any deed of trust, note, or agreement, and may be subordinated in priority only as to liens and

encumbrances otherwise approved in writing by the City in its sole and absolute discretion.

6.2.DEFAULT AND REMEDIES In the event of any breach of any agreement or obligation under this Agreement by the Housing Authority, the City shall provide written notice to the Housing Authority of such breach. The Housing Authority shall have an opportunity to cure such breach within thirty (30) days from the Housing Authority's receipt of such written notice or such longer period of time as the City determines is necessary to cure the breach if the Housing Authority diligently undertakes to cure such breach. If the Housing Authority fails to perform a timely cure of the specified breach, the City may proceed with any or all of the following remedies upon the Housing Authority's failure to cure:

6.2.1. Bring an action in equitable relief seeking the specific performance by the Housing Authority of the terms and conditions of this Agreement, or enjoining, abating, or preventing any violation of said terms and conditions, or seeking declaratory relief;

6.2.2. Enter upon, take possession and ownership of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property;

6.2.3. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof; or

6.2.4. Pursue any other remedy allowed at law or in equity.

6.3.GOVERNING LAW. This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to the choice of law and those provisions preempted by federal law.

6.4.TIME. Time is of the essence in this Agreement.

6.5.CONSENTS AND APPROVALS. Any consent or approval of the City required under this Agreement shall not be unreasonably withheld. Any approval must be in writing and executed by an authorized representative of the City.

6.6.NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Housing Authority and the City shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of the Housing Authority and the City as follows:

City: City of Oxnard
305 W. 3rd Street
Oxnard, California 93030
Attn: Alex Nguyen

Housing Authority: City of Oxnard Housing Authority
435 South "D" Street

Oxnard, CA 93030
Attn: Brenda Lopez

6.7.**BINDING UPON SUCCESSORS.** This Agreement shall be recorded and all provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of the Housing Authority, and the City, and shall run with the land for the full Term of this Agreement, regardless of any conveyance or transfer of the Property or portion thereof.

6.8.**RELATIONSHIP OF PARTIES.** The relationship of the Housing Authority and the City during the Term of this Agreement shall not be construed as a joint venture, equity venture, or partnership.

6.9.**WAIVER.** Any waiver by the City of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to act on any breach or default of the Housing Authority or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the Housing Authority to perform any obligation under this Agreement shall not operate as a waiver or release from any of Housing Authority's obligations under this Agreement. Consent by the City to any act or omission by the Housing Authority shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

6.10. **AMENDMENTS AND MODIFICATIONS.** Any amendment to or modification of this Agreement must be in writing, and shall be made only if executed by both the Housing Authority and the City.

6.11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Signatures appear on following page. No further text appears here.

IN WITNESS WHEREOF, City and Housing Authority have caused this Agreement to be executed by their respective duly authorized officers.

CITY OF OXNARD, a municipal corporation

By: _____
Alexander Nguyen, City Manager

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body, corporate and politic

By: _____
Emilio Ramirez, Housing Director

APPROVED AS TO FORM:

By: _____
Stephen Fischer, General Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

COUNTY OF _____)

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CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

Exhibit A

LEGAL DESCRIPTION

Real property commonly known as 3139 J Street, in the City of Oxnard, County of Ventura, State of California, legally described as:

ALL CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 337, OF SUNKIST GARDENS NO. 2, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 223, PAGE 69 TO 71, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 205-0-041-115

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH CITY ATTORNEY RELATIVE TO ENTERING INTO A PURCHASE AND SALE AGREEMENT AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS BY AND BETWEEN THE CITY OF OXNARD AND THE HOUSING AUTHORITY OF THE CITY OF OXNARD FOR THE SALE OF RESIDENTIAL REAL PROPERTY LOCATED AT 3139 J STREET

WHEREAS, the City Council hereby finds and declares that it is necessary, essential and a public purpose for the City to enter into a variety of agreements to facilitate the sale of residential real property currently owned by the City of Oxnard (the "City") located at 3139 J Street (the "Property") to the Housing Authority of the City of Oxnard (the "Housing Authority") and to ensure that the Property will be rented to very low-, and low-income individuals and families; and

WHEREAS, in furtherance of the sale of the Property the City Council desires to approve and authorize the City Manager, or designee, to execute a Purchase and Sale Agreement ("PSA") by and between the City and the Housing Authority wherein the City will sell the Housing Authority the Properties in consideration of one dollar (\$1); and

WHEREAS, in furtherance of the sale of the Property the City Council desires to approve and authorize the City Manager, or designee, to execute a Regulatory Agreement and Declaration of Restrictive Covenants ("Regulatory Agreement") by and between the City and the Housing Authority wherein the Housing Authority shall agree to own and operate the Property as an affordable housing opportunity for very low- and low-income individuals and families; and

WHEREAS, in furtherance of the sale of the Property the City Council desires to approve and authorize the City Manager, or designee, to execute a Grant Deed transferring ownership of the Property to the Housing Authority concurrently with the recordation of the Regulatory Agreement; and

WHEREAS, the City Council has determined that the approval of this Resolution and the acts authorized therein is covered by the General Rule Exemption set forth in Section 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations that exempts those projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. As such,

the approval of this Resolution is exempt from preparing an environmental document pursuant to the California Environmental Quality Act; and

WHEREAS, the City Council hereby finds and declares that this Resolution is being adopted by the City pursuant to the powers granted to the City.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

1. The City Council hereby finds and declares that the above recitals are true and correct.

2. The City Council approves and authorizes the City Manager or designee to take all needed actions and execute all requisite documents on behalf of the City in consultation with the City Attorney relative to (i) the PSA; (ii) the Regulatory Agreement; (iii) the Grant Deed; and (iv) any other agreements for the purpose of selling the Property and ensuring the Housing Authority's ongoing compliance with the requirements of the City of Oxnard.

3. That the City Clerk is directed to prepare and file a Notice of Exemption with the County Clerk.

4. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AND AUTHORIZING ITS EXECUTIVE DIRECTOR OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH AUTHORITY'S GENERAL COUNSEL RELATIVE TO ENTERING INTO A PURCHASE AND SALE AGREEMENT AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS BY AND BETWEEN THE CITY OF OXNARD AND THE HOUSING AUTHORITY OF THE CITY OF OXNARD FOR THE PURCHASE OF THE RESIDENTIAL REAL PROPERTY LOCATED AT 3139 J STREET

WHEREAS, the Housing Authority of the City of Oxnard (the "Authority") is authorized by Chapter 1 (commencing with Section 34200) of Part 2 of Division 24 of the Health and Safety Code of the State of California, as amended (the "Act") to prepare, carry out, acquire, lease, finance and operate housing projects for persons of low income and to enter into agreements for the purpose of developing and providing financing for the development of affordable rental housing facilities located within the jurisdiction of the Authority; and

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to enter into a variety of agreements necessary to purchase residential real property currently owned by the City of Oxnard (the "City") located at 3139 J Street (the "Property") and to ensure that the Property will be rented to very low-, and low-income individuals and families as required by the City of Oxnard; and

WHEREAS, in furtherance of the purchase of the Property, the Authority deems it necessary to (i) enter into a Purchase and Sale Agreement ("PSA") by and between the City and the Authority, wherein the City will sell the Authority the Properties in consideration of one dollar (\$1); and (ii) a Regulatory Agreement and Declaration of Restrictive Covenants ("Regulatory Agreement") by and between the City and the Authority, wherein the Authority shall agree to comply with the requirements of the City of Oxnard; and

WHEREAS, the PSA and the Regulatory Agreement have been placed on file with the Authority prior to this meeting and are available for public inspection and review; and

WHEREAS, the Authority has determined that the approval of this Resolution and the acts authorized therein is covered by the General Rule Exemption set forth in Section 15061(b)(3) of Division 6 of Title 14 of the California Code of Regulations that exempts those projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. As such, the approval of this Resolution is exempt from preparing an environmental document pursuant to the California Environmental Quality Act; and

WHEREAS, the Authority hereby finds and declares that this Resolution is being adopted by the Authority pursuant to the powers granted under the Act.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Oxnard, as follows:

1. The Authority hereby finds and declares that the above recitals are true and correct.

2. The Authority hereby approves the purchase of the Properties and authorizes Authority's officers to take all needed actions in consultation with Authority's General Counsel relative to (i) the PSA, (ii) the Regulatory Agreement, and (iii) any other agreements for the purpose of purchasing and operating the Properties.

3. That the Executive Director is directed to prepare and file a Notice of Exemption with the County Clerk.

Passed and adopted this ____ day of _____, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

John C. Zaragoza, Chairman

ATTEST:

Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

Stephen Fischer, General Counsel



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.8

DATE: March 1, 2022
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Aquifer Storage and Recovery (ASR) Completion Project Easement Deed.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Grant of Easement to Southern California Edison Company for the property identified by the County Assessor as APN 202-0-010-720, as particularly described in the Easement Deed.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

To ensure future reliable and affordable supply of high-quality water, the City of Oxnard developed the Groundwater Recovery, Enhancement, and Treatment (GREAT) Program. As a key element of the City's GREAT Program, the Aquifer Storage and Recovery (ASR) wells will inject recycled water into the groundwater to provide water supply resiliency and cost stabilization.

The first phase of the ASR well project consists of the construction of a tie-in from the Ventura Road Recycled Water Backbone Pipeline to the ASR Well at Campus Park, temporary well facilities from demonstration testing, and a pipeline to convey water from Campus Park to Blending Stations 1 and 6. Completion of the initial ASR phase of the project is currently underway and includes the construction of one demonstration ASR well, pump, piping, and appurtenances located at Campus Park. Once complete, regulatory testing will demonstrate that water injected at this particular location meets indirect potable water reuse requirements per the approved RWQCB permit.

Capital Improvement Program (CIP) Reference:

Project No. 116505/206502 – Recycled Water: Aquifer Storage and Recovery (ASR) Completion - CIP 2021-2026 - Adopted May 18, 2021 - Page 136.

DISCUSSION

The permanent easement and right of way agreement is necessary for Southern California Edison (SCE) to construct, use, maintain, and operate the underground electrical supply systems required to provide continuous power to the ASR well located at Campus Park. An agreement for those portions of the SCE power system located within City-owned property are required at this time. Staff recommends the City enter into an agreement and easement deed with SCE for the property identified in Attachment 1.

There is no cost for the Easement Deed.

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 are no fiscal impacts with the recommended action.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. GRANT OF EASEMENT

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

<u>DOCUMENTARY TRANSFER TAX \$ NONE</u> <u>VALUE AND CONSIDERATION LESS THAN \$100.00)</u>		DISTRICT Ventura	SERVICE ORDER TD1705658	SERIAL NO.	MAP SIZE
SCE Company		FIM 29-25A-6	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 202-0-010-720	VEGETATION & LAND MANAGEMENT	SLS/BT	02/10/2022

CITY OF OXNARD, a municipal corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Ventura, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this ____ day of _____, 20 ____.

GRANTOR

CITY OF OXNARD, a municipal corporation

Signature

Print Name

Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this ____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a
corporation

Signature

Print Name

Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

VARIOUS STRIPS OF LAND LYING WITHIN THAT PORTION OF SUBDIVISION 28 OF RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, SAID PORTION IS MORE PARTICULARLY DESCRIBED AS PARCEL 3 IN THE DEED TO CITY OF OXNARD, RECORDED ON MAY 22, 2002 AS DOCUMENT NO. 2002-0121329-00, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, STATE OF CALIFORNIA, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (23.00 FEET WIDE)

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF FIFTH STREET, 47.00 FOOT HALF-WIDTH, AS IT NOW EXISTS, WITH THE WESTERLY LINE OF SAID PARCEL 3; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 3, NORTH 322.71 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE EAST 21.00 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "A".

STRIP #2 (6.00 FEET WIDE)

COMMENCING AT SAID POINT "A"; THENCE SOUTH 1.71 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE EAST 91.93 FEET; THENCE SOUTH 68°21'58" EAST 108.95 FEET; THENCE NORTH 89°29'24" EAST 92.34 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "B".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE EASTERLY IN THE WESTERLY LINE OF STRIP #3 DESCRIBED HEREINBELOW AND TO JOIN AT THE ANGLE POINTS.

STRIP #3 (14.00 FEET WIDE)

COMMENCING AT SAID POINT "B"; THENCE SOUTH 2.26 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE EAST 18.00 FEET TO A POINT OF ENDING.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

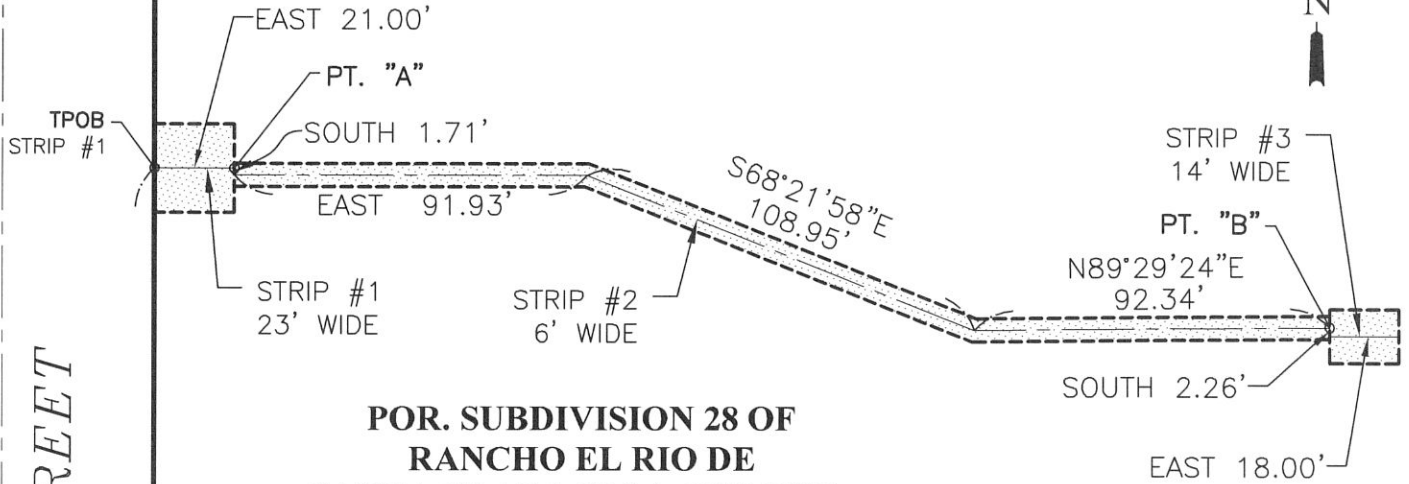
Prepared by me or under my supervision:

Dated: Sept. 15, 2021

Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2023



EXHIBIT "B"



**POR. SUBDIVISION 28 OF
RANCHO EL RIO DE
SANTA CLARA O' LA COLONIA
DESCRIBED AS PARCEL 3
PER DEED REC. 05/22/2002
DOC. #2002-0121329-00, O.R.
VENTURA CO.**

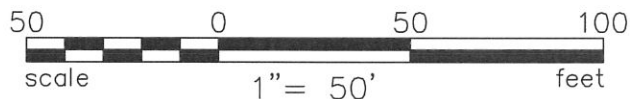


Dated Sept. 15, 2021

Glenn M. Bakke
Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-23

LEGEND

DENOTES
SCE EASEMENT AREA
POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING



SCE EASEMENT	
DSE	TD1705658
SLS/BT	09/10/2021



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. 1.9

DATE: March 1, 2022

TO: City Council

FROM: Betsy George, Chief Financial Officer, 805-200-5400, betsy.george@oxnard.org

SUBJECT: Purchase Order (PO 8173) Increase Request for Tri-County Office Furniture.

RECOMMENDATION

That the City Council authorize the Mayor to execute an amendment for Purchase Order 8173 with Tri-County Office Furniture to increase the Purchase Order by \$300,000 for a total amount not to exceed \$500,000 for the purchase and installation of office furniture.

BACKGROUND

The City Council approved funding in the FY 2021-22 general fund budget for several City departments to renovate office space to accommodate additional staff members and to upgrade workstations for current staff.

The Fire Department has been allocated funds for the purpose of redesigning the functional work space at the Administration Office located at 360 West Second Street. The remodel will provide work space for eight additional employees. The plans include the conversion of a conference room into a private office for the Fire Marshal, reconfiguration of the cubicles on the first floor to accommodate six additional personnel and an office on the second floor to be remodeled to provide one additional work station. Cubicle walls, desks, storage and installation costs are quoted to be \$104,106; to allow for contingencies, the Fire Department requests \$10,410 be included in the purchase order for this project, for a total of \$114,516.

The Police Department has allocated \$120,000 from various grant sources (JAG, SLESF and AFF) to replace and reconfigure 16 workstations within the Police Administration building located at 251 S C Street. The revamp will improve workflow of the staff sharing intel within the detectives' work space and to create three workstations within the business office for the incoming additional accountant, which currently only has two workstations.

In addition to the Fire Department and Police Department's work space redesign, several other City Departments have office furniture needs:

- City Attorney \$45,000 - conversion of former Credit Union location and reconfiguration of Assistant City Attorneys' offices; funded from CAO's 2021-22 operating budget
- Finance Department \$7,500 - to replace furnishings damaged in storage during the Civic Annex 3rd Floor Tenant Improvement Project; funded from the Finance's 2021-22 operating budget
- South Oxnard Branch Library \$7,500 - to replace meeting room furniture that is over 15 years old and no longer functional. The meeting room is a public space available to rent; therefore, updated furniture is necessary; funded from the Library's 2021-22 operating budget
- Community Development \$4,000 - to replace chairs in offices that require them due to normal wear and tear; funded from CD's 2021-22 operating budget

- Human Resources \$1,300 - to replace a workstation for an employee with specific ergonomic needs; funded from the HR's 2021-22 operating HR budget

DISCUSSION

Tri-County Office Furniture is the preferred vendor by the City to complete the remodel and renovations started in 2020. The vendor provides cooperative purchase pricing through OMNIA. The lead agency for the RFP is City of Charlotte, North Carolina, contract number 2020000622, with a termination date of December 31, 2024. Oxnard City Code Section 4-3 allows the use of cooperative purchasing and piggybacking in procurement.

Purchase Order 8173 was approved by City Manager Nguyen in FY 2021-22 for the amount of \$200,000; however, the anticipated purchasing needs of the City exceed this amount. An increase of \$300,000 to the Purchase Order 8173 is requested, for a total not to exceed the amount of \$500,000 approved for the purchase and installation of office furniture using Tri-County Office Furniture. The actual amount anticipated is \$299,816.00. If there are additional furnishing needs in FY 2021-22 beyond those included in this recommendation, staff will return to Council for additional authorization.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There are sufficient appropriations in each department's approved FY 2021-22 budget.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on February 8, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Dan Willhite, Purchasing Manager, Betsy George, Chief Financial Officer

ATTACHMENTS

1. PO 8173 Tri-County Furniture - Pending Council approval

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008173**

DATE: 2/16/2022

VENDOR PHONE: (805)658-6608
VENDOR FAX: (805)658-8023
VENDOR #: 6069
VENDOR ADDRESS: TRI-COUNTY OFFICE FURNITURE **SHIP TO:** VARIOUS LOCATIONS
1013 STATE STREET VARIOUS LOCATIONS
SANTA BARBARA, CA 93101 SEE DESCRIPTION
OXNARD, CA 93030

*Our P.O. # **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2022		N/A	01/28/2022	USE THIS VENDOR # FOR PUR	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

4	NEW OFFICE CHAIR FOR COMMUNICATION				
	117.67 / DL COORDINATOR			1.0000	117.67
5	NEW OFFICE CHAIR FOR COMMUNICATION				
	117.67 / DL COORDINATOR			1.0000	117.67
6	NEW OFFICE CHAIR FOR COMMUNICATION				
	117.67 / DL COORDINATOR			1.0000	117.67
7	ADDITIONAL CUBICLES FOR PW ADMIN				
	9,733.32 / DL			1.0000	9,733.32
8	ADDITIONAL CUBICLES IN PW ADMINISTRATION				
	9,733.32 / DL			1.0000	9,733.32

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
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9	9,733.32 / DL	ADDITIONAL CUBICLES IN PW ADMINISTRATION	1.0000	9,733.32
10	3,893.33 / DL	ADDITIONAL CUBICLES IN PW ADMINISTRATION	1.0000	3,893.33
11	5,839.99 / DL	ADDITIONAL CUBICLES IN PW ADMINISTRATION	1.0000	5,839.99
12	1,596.57 / DL	FY21-22 ENC FOR FIRE FOR DESK PURCHASE	1.0000	1,596.57

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ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

13	ENC FY21-22 FUNDS FOR 3 WORK CHAIRS FOR 3,218.98 / COMM DEVEL DL	1.0000	3,218.98
14	ENC FY21-22 ADDITIONAL CUBICLES PW ADMIN 541.97 / DL	1.0000	541.97
15	ENC FY21-22 FUNDS FOR OFFICE CHAIR FOR PW 954.31 / DL ADMIN	1.0000	954.31
16	ENC FY21-22 DESK CHAIR FOR COMM 528.35 / DL DEV/PLANNING STAFF	1.0000	528.35
17	ENC FY21-22 TO PAY INV 151793 FOR HUMAN 7,420.82 / RESOURCES DL	1.0000	7,420.82

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300 WEST 3RD STREET
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DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2022		N/A	01/28/2022	USE THIS VENDOR # FOR PUR	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

18	ENC FY21-22 OFFICE FURNITURE AT 7,000.00 / AWPFP/PW/WATER DL	1.0000 7,000.00
19	ENC FY21-22 OFFICE FURN 3RD FLOOR 100,000.00 REMODEL/FINANCE / DL	1.0000 100,000.00
20	ENC FY21-22 FURNITURE FOR 3RD FLOOR 9,725.00 / REMODEL/FINANC DL	1.0000 9,725.00
21	ENC FY21-22 INCREASE IN DELIV COSTS FOR 124.97 / DL COMM DEV	1.0000 124.97

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OXNARD, CA 93030

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		Multiple Accounts		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

22	ENC FY21-22 FUNDS FOR POLICE DEPARTMENT				
	3,000.00 /			1.0000	3,000.00
	DL				
23	ENC FY21-22 FUNDS FOR POLICE DEPARTMENT				
	1,210.00 /			1.0000	1,210.00
	DL				
24	ENC FY21-22 FUNDS FOR POLICE DEPARTMENT				
	788.00 / DL			1.0000	788.00
25	EC FY21-22 DESK/CHAIR REPLACEMENT FOR				
	13,500.00 / FINANCE			1.0000	13,500.00
	DL				
26	ENC FY21-22 FUNDS FOR POLICE				
	650.00 / DL			1.0000	650.00

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VARIOUS LOCATIONS
SEE DESCRIPTION
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		Multiple Accounts		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

27	ENC FY21-22 OFFICE FURNITURE FOR WATER INV			
	1,390.83 / 153031		1.0000	1,390.83
	DL			

28	FY21-22 ENC TO PAY INV #153331 FOR HR		
	1,304.19 /	1.0000	1,304.19
	DL		

21-02 NSS, NTE \$100K EXP 06/30/2022
CITY WIDE PO FOR FY21-22
DEPARTMENTS TO ENCUMBER FOR USE
THIS PO WILL REPLACE PO#7801
22 00008650 EXP 09/30/21*AM
7/19/21 FY20-21 ENCUMBER \$26,865.84 TO PAY INV
15121. RK
7/20/21 - ENC \$470.69 FOR FY21-22 EXP 12/31/24 -ER
7/28/21 - ENC VARIOUS AMTS FY21-22 EXP 6/30/22 -ER
7/30/21 - DISENCUMBER \$26,865.84/INV 15121, WRONG

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		Multiple Accounts		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

PO FOR FY. PG

8/11/21 - SIGNED MEMO TO INCREASE NTE TO \$200K
ALONG WITH UPDATED NSS #21-02A IS PENDING
CITY MANAGER APPROVAL. THIS PO NTE \$100K .
08/17/21 - DISENCUMBERED FY20-21 FOR \$1.00. PG
8/24/21 - ENC FY21-22 FOR FIRE \$1,596.57. EH
9/23/21-FY21-22 ENC \$3,218.98 FOR 3 WORK CHAIRS
FOR STAFF COMM DEVEL/BUILDING. RK
9/23/21-FY21-22 ENC \$541.97 FOR ADDITIONL CUBICLES
IN PW ADMIN. RK
9/23/21 FY21-22 ENC \$941.21 FOR OFFICE CHAIR FOR
PW ADMIN. RK
9/27/21 FY21-22 ENC \$528.35 FOR OFFICE CHAIR FOR
COMM DEV/PLANNING STAFF. RK
9/27/21 FY21-22 ENC \$7,420.82 TO PAY INV 151793
FOR HUMAN RESOURCES. RK
10/7/21 NSS21-02A SIGNED, NEW NTE \$200,000. RK
10/7/21 FY21-22 ENC \$7K FOR FURNITURE FOR PW/WATER
AND \$100K FOR 3 FLOOR FURNITURE REMODEL FOR FIN.RK
10/14/21 - ENC \$13.10 ON LINE # 15 FY21-22 - ER
10/28/21-FY21-22 ENC \$9,725.00 FOR LAST OF FURNITR
FOR 3RD FLOOR REMODEL, AND \$124.97 TO COVER DELIV
COST AND INCREASE FOR COMM DEV/PLANNING. RK
11/8/21- FY21-22 ENC \$3k, \$1,210, \$788 FOR PD. RK
12/1/21- FY21-22 ENC \$13,500 FOR FINANCE TO REPLAC
DESK/CHAIRS DAMAGED BY WATER/RODENTS. RK

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008173**

DATE: 2/16/2022

VENDOR PHONE: (805)658-6608

VENDOR FAX: (805)658-8023

VENDOR #: 6069

VENDOR ADDRESS: TRI-COUNTY OFFICE FURNITURE
1013 STATE STREET
SANTA BARBARA, CA 93101

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2022		N/A	01/28/2022	USE THIS VENDOR # FOR PUR	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

12/8/21-FY21-22 ENCUMBER \$650.00 FOR PD. RK

1/19/22-FY21-22 ENC \$1,390.83 FOR OFFICE FURNITURE
FOR WATER FOR INV # 153031. RK
1/28/22-FY21-22 ENC \$1,304.19 FOR INV 153331 FOR
HUMAN RESOURCES. RK

TOTAL PURCHASE AMOUNT

\$192,357.96

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

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OXNARD, CA 93030

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		Multiple Accounts		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
10116028018111		0.00
10117018018303		0.00
60160108438102		117.68
62162058468132		9,850.99
63163138468134		117.67
10133018038101		117.67
60160108428132		9,733.32
63163138468132		9,733.32
10133018038132		3,893.33
73574018528132		5,839.99
10122018028104		1,596.57
10143018048132		3,218.98
10133018038209		541.97
63163018438132		954.31
10141018048132		653.32
70217038568376		8,725.01
60160128468132		7,000.00
30116008268606	171601	109,725.00
10121048028132		3,000.00
10121018028132		1,210.00
10121038028132		788.00
10116018018606		13,500.00
19520308028134	662147	650.00

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PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

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ORDER NO.
008173**

DATE: 2/16/2022

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		Multiple Accounts		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

60160108468132		1,390.83
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By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.10

DATE: March 1, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Adoption of an Ordinance Repealing and Replacing Chapter 19, Article II, Solid Waste and Recycling.

RECOMMENDATION

That the City Council:

1. Determine that this Ordinance is exempt from California Environmental Quality Act (CEQA) under CEQA Guideline Section 15061 (b)(3), because the enhanced solid waste regulations, as provided for the proposed ordinance, will not have a significant effect on the environment, and the new State mandatory requirements strengthen the City's handling of solid waste, recyclable materials and organic materials for the protection of the environment; and
2. Adopt an Ordinance repealing and replacing Chapter 19 of the Oxnard City Code relating to solid waste and recycling.

BACKGROUND

In 2016, the State of California passed Senate Bill 1383 (SB 1383) which is intended to reduce "short-lived climate pollutants" entering the atmosphere. Currently, the State of California's overall waste stream causes over 27 million tons of organic waste per year that ends up in landfills. This organic waste decomposes and releases methane into the atmosphere where it combines with other gases to significantly contribute to climate change. SB 1383 establishes a statewide target to achieve a goal of 75% reduction in the landfilling of organic waste by 2025. To achieve compliance with the State mandates, California municipalities must adopt updated solid waste and recycling ordinances that include provisions to implement and enforce SB 1383.

The current City of Oxnard Ordinance, Chapter 19, Article II - Solid Waste; Recycling was originally passed in 1964 and last updated in 1995. Chapter 19, Article II will be updated with new language in order to comply with the provisions now required by the State for implementation of SB 1383.

DISCUSSION

The proposed, updated Ordinance (Attachment A) will replace the current Ordinance, Chapter 19, Article II, Solid Waste and Recycling to ensure continued compliance with SB 1383 and meet the new State requirements. The changes proposed are based primarily on the State's recommended language and reflect the most substantial changes to municipal solid waste management since the State's adoption of Assembly Bill 939 (AB 939) in 1989. Furthermore, just changing the City's ordinance is not enough. The City's Environmental Resource Division is a full-service solid waste utility and operator of a regional materials recovery facility (MRF). Therefore, this updated ordinance addresses and implements changes across several operational elements to account for the State requirements of SB 1383, unlike other municipalities in the County that have solid waste franchise agreements.

Significant updates in the proposed Ordinance to address the State's mandates of SB 1383 include:

1. Expanded language and new category for Commercial Edible Food Generators
2. Mandatory organics recycling service for all residential customers
3. Mandatory organics recycling service for all multi-family and commercial customers, except those qualifying for waivers
4. Authorizing the City to change service levels to correspond with disposal volumes
5. Requiring customers to maintain security of their containers/carts
6. Venues/Events with food sales/vendors will be required to meet SB 1383 requirements (eg. Strawberry Festival, Tamale Festival, Multicultural Festival)
7. City must provide education and outreach programs, tracking and reporting for residential, commercial and multi-family customers
8. City must conduct regular monitoring of containers/carts for contamination and issue notifications to violators
9. Tracking of the implementation of food donation programs by customers that generate specific types and amounts of organic waste
10. Annual reporting to CalRecycle on implementation progress and tracking City purchases of post-consumer recycled-content paper products
11. Enforcement by the City, including fines and penalties, if necessary, commencing on January 1, 2024
12. New trash enclosure standards for new developments and tenant improvements

The City of Oxnard has implemented several operational changes in anticipation of SB 1383. Since 2014, the Environmental Resources Division has provided a commercial food waste collection program, which currently services several businesses. Staff has contacted approximately 3,000 businesses and multi-family units subject to the SB 1383 by phone, email and/or U.S. mail to inform them of the new State requirements. An outreach, education, identification and data tracking/reporting system for businesses falling within SB 1383 mandates has been developed and reported to CalRecycle.

Many training and operational adjustments have been implemented at the Del Norte Regional Recycling and Transfer Station. On January 3, 2022, the Environmental Resources Division commenced weekly collection of residential organics (green waste) containers to allow residential customers to properly dispose of food waste.

Impacts to Residential Customers

The most significant element of SB 1383 affecting residential customers is the requirement for municipalities to provide residential customers with a food waste collection program. Approximately 37,000 residential customers are serviced weekly by the City of Oxnard Environmental Resources Division. Approximately 5% of residential customers have only two-container service; one container/cart for trash and one container/cart for mixed recyclables. These circumstances originated during the development approval process and were the result of limited space for a third container/cart and/or landscaping services being provided by a homeowners' association (HOA). Staff will be conducting outreach to these customers to provide options for food waste.

Prior to January 1, 2022, the trash containers were serviced weekly. However, the mixed recyclables and organics (green waste) containers were collected on alternating weeks. After thorough review of the residential requirements of SB 1383; analysis of Oxnard residential collection and container options; and limited local options for organic material processing, it was determined that utilization of the existing organic waste (green waste) container to collect bagged residential food waste weekly is the best option for City operations. Weekly service of all three containers/carts commenced January 3, 2022.

As of January 1, 2022, all residential customers with three carts will receive weekly collection of all three containers/carts. This is the most common option chosen by California municipalities. Education and outreach materials have been developed in English and Spanish to assist customers in the transition. There will be no changes in cost to the residential customer associated with the standard operational elements described above. However, if a customer chooses to add or change service levels, the current rates will apply for services.

Impacts to Multi-Family and Commercial Customers

The most significant element of SB 1383 affecting multi-family and commercial customers is the requirement for

municipalities to provide an additional food waste container for all customers, regardless of their weekly generation volumes. Approximately (500) multi-family and (2,500) commercial customers are serviced weekly by the City. In cases where multi-family or commercial customers do not currently have a food waste container, and can not provide proof of a “third party” or “self haul” participation in a program compliant with SB 1383, an additional organics container will be added to their City service beginning April 1, 2022 under the new Ordinance.

Starting January 1, 2024, fines can be assessed in cases of non-compliance. The amount charged for fines and fine structures will be determined in a separate process through City Council.

Multi-Family and Commercial customers do not have to use City services for the organics container and have options through third-party vendors or they can self-haul. However, customers must report this information to the City in order to remain compliant. Again, if a customer has not reported this information to the City, then an additional organics container will be added to their City service beginning April 1, 2022 under the new Ordinance, which will increase their monthly solid waste charge. The current cost for weekly City service of one commercial and multi-family unit organic container is \$63.80 per month.

Multi-family customers and commercial customers receiving food waste services through a “third party,” “self haul,” or “backhauling” program must complete a City of Oxnard Alternative Service Certification Form (Attachment C) every five years. This will allow the City to report accurate information to CalRecycle and remain compliant with SB 1383 mandates. This Alternative Services Certification form can be downloaded as a PDF from our web page for multi-family at oxnard.org/apartment-condo-service/ and for businesses at oxnard.org/commercial-service/ and either emailed or sent via U.S. Mail to the City; address and email are provided on the form. A sample of the City of Oxnard Alternative Service Certification Form is attached to this report as Attachment C.

In select circumstances where space limitations prevents any additional containers from being added to multi-family or commercial customer service locations, or the location’s generation volume is below the specified threshold by the State, a City of Oxnard Space Conditions Waiver (Attachment D) is required to demonstrate to CalRecycle that all other service options have been exhausted. It should be noted that the State criteria for issuing either of these waivers to a customer is rather stringent and requires significant backup documentation. The acceptance of such waiver requests by the City will be per the State’s criteria and therefore infrequent and managed on a case-by-case basis. Waivers can be downloaded as a PDF from our web page at oxnard.org/apartment-condo-service/ or oxnard.org/commercial-service/ and either emailed or sent via U.S. Mail to the City; address and email are provided on the form. A sample of the City of Oxnard Space Conditions Waiver is attached to this report as Attachment D.

SB 1383 Education / Outreach Efforts To-Date

Staff have been actively involved in setting up the City for successful compliance with SB 1383. A critical aspect of this law’s implementation is the outreach and education to all of our customers to ensure participation and mitigate contamination. Some of the key efforts made by staff to date are:

1. Sent three separate notifications in the single-family residential utility bills (October 2021, November 2021 & December 2021)
2. Sent certified letters to businesses and multi-family units providing information on SB 1383 and how to comply
3. Updating the tracking database to comply with CalRecycle reporting requirements
4. Working closely with the Collections staff to ensure sufficient inventory and timely delivery of new containers when requested by customers
5. Providing all city department staff who routinely interface with the public, key talking points and links to online resources (Utility Billing, Customer Service, Public Information, etc)
6. Conducting field account verification to ensure database accuracy
7. Updating relevant pages on the Division’s webpages and continue to monitor for accuracy
8. Creating online forms to encourage business participation
9. Updating the Oxnard Recycles online tool and mobile application for accuracy
10. Identifying and engaging pilot project locations to test viability of different program offerings, (i.e. selecting a multi-family and commercial business locations to test different educational and outreach modalities to determine scalability)

11. Providing multi-family and commercial businesses with bilingual printable PDFs to display at their properties and/or use for staff or tenant education
12. Attending CalRecycle trainings and providing that information to relevant staff affected by SB 1383 implementation
13. Researching vendors and preparing to purchase backyard and countertop compost containers for residents
14. Conducted pre-implementation sampling of the residential waste stream to determine the baseline level of contamination (i.e. prevalence of recycling and organics in the trash) for educational purposes

SB 1383 Future Education / Outreach Efforts

1. The official re-launch of the backyard composting program to coincide with food scraps recycling
2. Sending an annual certified letter to any identified non-compliant businesses with information on how to become in compliance; providing compliance information during new project or tenant improvement development review
3. Incorporating SB 1383 education in all future special events and program advertising and outreach
4. Developing an educational video for single-family residential customers demonstrating the best practices when placing carts out for servicing
5. January 1, 2024 - enforcing the law once the Ordinance is adopted to ensure the city's compliance with CalRecycle
6. Continue to use social media to inform and educate residents about SB 1383 requirements

The attached ordinance includes the updated language ready by the City Attorney at the February 1, 2022, Council meeting as introduced.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no fiscal impact at this time. All new services required by SB-1383 and this new Ordinance will be charged per the current rate model, when applicable. Because this is an unfunded State mandate, staff will continue to evaluate and determine if recent operational changes create any financial impacts.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brian Yanez, Assistant Public Works Director, Todd Vasquez-Housley, Environmental Resources Division Manager

ATTACHMENTS

1. PROPOSED Ordinance _____ Oxnard City Code Chapter 19 Article Solid Waste And Recycling Organics Ordinance
2. CURRENT Oxnard City Code Chapter 19 Article Solid Waste and Recycling Organics Ordinance
3. Alternative Service Certification
4. Special Conditions Waiver Form

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, REPEALING AND
REPLACING ARTICLE II, OF CHAPTER 19 OF THE OXNARD CITY CODE,
RELATING TO SOLID WASTE AND RECYCLING

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their city to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment;

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires the City to implement a Mandatory Commercial Recycling program;

WHEREAS, State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires the City to implement a Mandatory Commercial Organics Recycling program;

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the City, residential households, Commercial Businesses, and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support the achievement of Statewide Organic Waste disposal reduction targets;

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the City to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed of, be recovered for human consumption; and

WHEREAS, Requirements in this ordinance are consistent with other adopted goals and policies of the City including elements of the strategic plans adopted by City Council on March 16, 2021.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Article II, of Chapter 19 of the Oxnard City Code, is hereby repealed and replaced in its entirety to read as follows:

“ARTICLE II. SOLID WASTE and RECYCLING

DIVISION 1. IN GENERAL

SEC. 19-150. FINDINGS & PURPOSE.

The City finds and declares:

The collection, transportation, processing, marketing, transfer and disposal of Solid Waste and recyclables by qualified persons is necessary to protect the public health, safety and general welfare and to implement State law. For these reasons, collecting, transporting, processing, marketing, transferring and disposing of Solid Waste and recyclable materials requires regulation and control by the City in the manner set forth in this Code, including, but not limited to, this Article.

SEC. 19-151. DEFINITIONS.

(A) For the purposes of this Article, the following words shall have the following meanings. Any words or phrases relating to Solid Waste that are not defined in this Article shall have the meaning applied to them in Cal. Pub. Res. Code, Sections 40000 et seq.

(B) Whenever reference is made herein to any portion of this Article, any other ordinance, resolution or Regulation of the City, or any law of this State, the reference shall be deemed to apply to all amendments and additions heretofore or hereafter made to such ordinances, resolutions, Regulations or laws.

1. ARTICLE - Article II of Chapter 19 of the Oxnard City Code and any Regulations issued pursuant hereto.
2. CALRECYCLE means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on the City (and others).
3. CALIFORNIA CODE OF REGULATIONS or “CCR” means the State of California Code of Regulations. CCR references in this Article are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
4. CHARGES - Money paid for Solid Waste, recycling, and related services. Charges and Rates are synonymous.
5. CITY - means the City of Oxnard, California.
6. COMMERCIAL BUSINESS or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR

Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Article.

7. CONTAINER COLLECTION SERVICES means the City's method for collecting and transporting collected materials from single-family, multi-family, commercial, and industrial waste generators. The city may authorize either a three or two bin collection system that is in compliance with color, size, and labeling requirements of SB 1383, 14 CCR Section 18982.2.

8. CONTAINER CONTAMINATION or "Contaminated Container" means a container, regardless of color, that contains Excluded Waste and/or contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

9. CONSTRUCTION & DEMOLITION or C&D means construction and demolition debris.

10. CURBSIDE - A curb located adjacent to a street or alley located within the City.

11. ENFORCEMENT ACTION means an action of the City Enforcement Official to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

12. ENFORCEMENT OFFICIAL means the public works director or designee, environmental resources division manager, code enforcement personnel, Ventura County administrative official, chief operating officer, executive director, or other executives in charge or their authorized designee(s) who is/are partially or wholly responsible for enforcing this Article.

13. EVENTS AND VENUES means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 1,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event; or a permanent venue facility that annually seats or serves an average of more than 1,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility.

14. EXCLUDED WASTE means hazardous substances, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City, or its designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

15. NON-LOCAL ENTITY means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

- 1) Special district(s) located within the boundaries of the City,
- 2) Federal facilities, including military installations, located within the boundaries of the city.
- 3) Prison(s), except privately run prisons, located within the boundaries of the City.
- 4) Facilities operated by the State park system located within the boundaries of the City.
- 5) Public universities (including community colleges) located within the boundaries of the City.
- 6) County fairgrounds located within the boundaries of the City.
- 7) State agencies located within the boundaries of the City.
16. NONRESIDENTIAL USE - A use on a lot that does not contain one or more residential dwellings or uses.
17. OCCUPANT - The person who is entitled to use and occupy any lot located in the City, including buildings and structures located thereon.
18. ORGANICS CONTAINER - has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Organic Material including any Solid Waste material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape, and pruning waste, organic textiles and carpets, lumber, wood, compostable paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
19. ORGANIC MATERIAL means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, food scraps, fats, oils and grease (FOG), living material, landscape and pruning waste, organic textiles and carpets, lumber, wood, compostable paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
20. OWNER - The legal owner of any lot located within the City.
21. PROCESSED MATERIALS - Recyclable materials, including compostable organic materials that have been processed or pre-processed by a processing facility.
22. RECYCLING CONTAINER - means a container that is part of a two or three-container waste collection service that complies with the requirements of the City and has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of the storage and collection of source separated Recyclable Materials for the use or temporary storage of recyclable materials.
23. RECYCLABLE MATERIALS - Materials that are discarded with the intent that they be collected for return to the economic mainstream in the form of processed materials, rather than becoming Solid Waste deposited in a landfill, and may include non-organic recyclables, which includes non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43), paper, cardboard, metal, plastics, wood, construction and demolition materials, and other materials specified by the city manager for inclusion in the City's recycling and diversion programs, but shall not include Excluded Waste.
24. RECYCLING OR PROCESSING FACILITY - Means a facility, licensed and authorized by the City or another public agency where recyclable materials are separated or aggregated,

sorted, or otherwise pre-processed, processed and/or prepared for marketing to an end user of the processed materials.

25. REFUSE CONTAINER means a container that is part of a two or three-container waste collection service and has the same meaning as in as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5) and shall be used for the purpose of storage and collection of Solid Waste including refuse, trash, non-Recyclable Materials, non-Organic Wastes but shall not include Excluded Waste.

26. REGULATIONS - Written regulations and amendments thereof issued by the city manager or through State or Federal laws pursuant to this Article.

27. REMOTE MONITORING means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of collection containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

28. RESIDUAL MATERIALS - That portion of Recyclable Materials delivered to a processing facility that is leftover and must be disposed of after the Recyclable and/or Organic Materials have been processed and/or diverted from the waste stream sent to the landfill.

29. SELF-HAULER means a person, who hauls Solid Waste, Organic or Recyclable Material he or she has generated to another person or processing facility. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Solid Waste, compostable Organic Materials, or Recyclable Materials to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

30. SINGLE-FAMILY GENERATOR means of, from, or pertaining to any residential premises with fewer than five (5) units.

31. SOLID WASTE has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, non-compostable paper, non-compostable organic material, rubbish, ashes, industrial wastes, certain non-divertible demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous, manure, vegetable or animal solid and semi-Solid Wastes, and other discarded solid and semi-solid wastes, with the exception that solid waste does not include any of the following wastes:

a. Hazardous waste, as defined in the State Public Resources Code Section 40141.

b. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

c. Medical waste is regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

32. SOLID WASTE DIVISION - That division of the City that is responsible for the collection of Solid Waste and the management of services related to processing and transporting refuse, Recyclable and Organic Materials within the City.

33. THREE CONTAINER COLLECTION SYSTEM – the collection system used by the City to collect three Solid Waste materials streams including: Refuse or Trash, Recyclable and Organic Materials. The materials identified for each of the three containers are further defined in 14 CCR Sections 18982.2(a)(28), 18982.2(a)(5), and 18982.2(a)(29) respectively.
34. TIER ONE COMMERCIAL FOOD GENERATOR - means a commercial edible food generator pursuant to 14 CCR Section 18982(a)(73) that is one of the following:
- 1) supermarket
 - 2) grocery store with a total square foot area equal to or greater than 10,000 square feet
 - 3) food service provider
 - 4) food distributor
 - 5) wholesale food vendor
35. TIER TWO COMMERCIAL FOOD GENERATOR - means a commercial edible food generator pursuant to 14 CCR Section 18982(a)(73) that is one of the following:
- 1) restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet
 - 2) hotel with an on-site food preparation and service facility or kitchen and 100 or more beds
 - 3) health facility with an on-site food preparation and service facility or kitchen and 100 or more beds
 - 4) large venue
 - 5) large event
36. TRUCK - Any motor vehicle that transports recyclable materials within the City and that is defined as a truck in the Cal. Vehicle Code. 64 Code, Sec. 15-2) (Ord. No. 2372)
37. WAIVER – means the act a City Enforcement Official may take to intentionally relinquish a requirement to comply with specified sections of the law based on established criteria set forth by the City.
38. WASTE - any material, substance, or byproduct that has been eliminated or discarded as no longer useful. Any material that cannot be diverted, recycled, transformed, processed or otherwise repurposed rather than being sent to the landfill.

SEC. 19-152. ESTABLISHMENT OF REGULATIONS BY CITY MANAGER.

The city manager or designee shall from time to time, as deemed necessary or desirable, issue and amend Regulations relating to the collection of residential and nonresidential Solid Waste and recyclable materials and the conditions of service, including but not limited to minimum service levels; refundable deposits; standards for extra nonresidential business service; standards for keeping, collecting, removing and disposing of Solid Waste, Recyclable and Organic Materials; the sufficiency and sanitation of Solid Waste, Recyclable and Organic Materials; containers and carriers; green waste; and the sale of salvageable materials, and of products, commodities and services incidental thereto, and the charges to be made therefor. Copies of such Regulations shall be maintained at the Solid Waste division.

SEC. 19-153. HOURS OF OPERATION AND CHARGES SET BY CITY COUNCIL.

(A) The City Council shall by resolution set hours of operation of Solid Waste and Recyclable Materials collection and hours of operation of City-owned or operated public Recycling or Processing Facilities. In the event of a local or general emergency, or pandemic, the city manager may make adjustments to hours of operation for the duration of the local or general emergency or pandemic.

(B) The City Council shall by ordinance set charges for collection of Solid Waste, Recyclable Materials, and related services. Such charges may include all costs incurred by the City in providing such services, including but not limited to the costs of employee and administrative overhead, the costs of contracts for services, and the costs of the purchase and rental of supplies and equipment, in addition to facility upgrades necessary to comply with all State and Federal laws.

SEC. 19-154. COMPLIANCE WITH ARTICLE.

Whenever compliance with the provisions of this Article is required of any person, such requirement shall include compliance with all Regulations issued by the city manager or designee pursuant to this Article.

Waivers and Exemptions

(A) Waivers: Pursuant to 14 CCR Section 18984.11 and the SB 1383 Regulations, which allow the City, at their option, to grant waivers to waste generators for physical space limitations, de minimis volumes, and/or collection frequency waivers.

(B) De Minimis Waivers - the City may waive a Commercial Business' obligation (including any/all Multi-Family Residential Dwellings) to comply with some or all of the waste collection requirements of this ordinance if that entity provides documentation that the waste generated is below a certain amount as described in C(1) below. Commercial Businesses requesting a De Minimis waiver shall:

- 1) Submit an application specifying the services for which they are requesting a waiver and provide documentation as noted below.
- 2) Provide written and photographic documentation that either:
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Green or Yellow Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Green or Yellow Container comprises less than 10 gallons per week per applicable container of the business' total waste.
- 3) Notify the City if circumstances change such that Commercial Business's Organic Material generation exceeds the threshold required for such a waiver, in which case the waiver will be rescinded.
- 4) Upon receipt of such a waiver, provide written verification of eligibility for De Minimis waiver every 5 years.

(C) Physical Space Waivers - the City may waive a Commercial Business' or property owner's obligations (including all Multi-Family Residential Dwellings) to comply with some or all of the Recyclable Materials and/or Organic Materials collection service requirements if the City has evidence from its own staff, a hauler, a licensed architect, or a licensed engineer, demonstrating that the premises lack adequate space and/or approved Waste Enclosure for the collection containers required for compliance.

1. A Commercial Business or property owner may request a physical space waiver through the following process:

a. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

b. Provide written and photographic documentation that the premises lack adequate space for the City's required three or two bin commercial collection services per State Law, including documentation from its hauler, licensed architect, or licensed engineer.

c. Upon receipt of such a waiver, provide written verification to the City that it is still eligible for a physical space waiver every five years.

d. New occupants to existing multi-tenant commercial buildings are subject to provisions in Section 19-180 of this Article.

DIVISION 2. REMOVAL AND DISPOSAL OF SOLID WASTE

SEC. 19-160. SOLID WASTE ON PRIVATE PROPERTY.

(A) No owner, occupant, or person in control of private property shall deposit, store or cause or permit to be deposited or stored any Solid Waste or non-containerized debris on such property so that such Solid Waste could or does attract rodents or pests and create a health hazard. "Rodent," as used in this subsection, means rats, mice, gophers, and squirrels. "Pest," as used in this subsection, includes any animal or insect not under human control, which is offensive to the senses or interferes with the comfortable enjoyment of life, including but not limited to roaches, mosquitoes, and flies.

(B) Every owner, occupant or person in control of private property shall properly store and maintain accumulations of Solid Waste so that they are not carried or deposited by the elements on any public right of way or public place, or on the private property of another.

(C) Single-Family Generators shall comply with the following requirements:

1. Shall subscribe to the City's two or three Container Collection Services for all Refuse (Trash), Recycling, and Organic materials generated.

2. Shall place Source Separated materials in the designated containers, non-organic, non-recyclable materials in the Refuse (Trash) container; Organic Material including bagged food waste in the Organics container; and non-compostable, Recyclable Materials in the Recycling container.

3. The City shall have the right to review and adjust the number and size of a generator's containers and/or collection frequency to evaluate the adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials.

4. Single-Family Generators shall adjust their service level for collection services as requested by the City.
5. Generators may additionally manage their Organic Material by preventing, reducing, or managing their Organic Material on-site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
6. Generators may choose to self-haul Recyclable Materials to the City's drop-off Recycling Center pursuant to Division 4 of this Article.
7. Allow access for the City or its designated agent to perform periodic Inspection of collection containers.

(D) Multi-Family Generators shall comply with the following requirements:

- 1) Shall subscribe to the City's three or two Container Collection Services for all Refuse (Trash), Recycling and Organic materials generated.
- 2) Shall place Source Separated materials in the designated containers, non-organic, non-recyclable materials in the Refuse (Trash) container; Organic Material including bagged food waste in the Organics container; and non-compostable, Recyclable Materials in the Recycling container.
- 3) Multi-Family Generators may choose to utilize the services of a 3rd party hauling company per Section 19-175-(B) and Sections 19-190 through 19-194 of this Article provided that the Multi-Family Generator is able to respond to the City's request to
 - a. Inspect the 3rd Party hauling company's bins, and/or
 - b. Receive an annual report of types of materials, volumes, and frequency being managed by the 3rd Party hauling company
 - c. Provide a refundable deposit in amount not to exceed \$5,000.
- 4) The City shall have the right to review and adjust the number and size of a generator's containers and/or collection frequency to evaluate the adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials.
- 5) Multi-Family generators shall adjust the service level for their collection services as requested by the City.
- 6) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees, contractors, or tenants from placing materials in a container not designated for those materials per the city's Three Container Collection service or, if self-hauling, per the requirements Section 19-190.
- 7) Generators may choose to manage their Organic Waste by preventing, reducing, or managing their Organic Material on-site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- 8) Generators may choose to self-haul recyclable materials to the City's drop-off Recycling Center pursuant to Division 4 of this Article.
- 9) Allow access for the City or its designated agent to perform periodic inspection of collection containers and/or enclosures.
- 10) Provide education information before, or within fourteen (14) days of, occupation of the premises by new tenants that describes requirements to keep Source Separated Organic and Recyclable Materials separate from Solid Waste (when applicable), maintaining the security of the containers to prevent illegal access, the location of containers, and the rules governing their use at each property.

(E) Commercial Businesses shall comply with the following requirements:

1. Shall subscribe to the City's three or two Container Collection Services for all Refuse (Trash), Recycling and Organic Wastes generated.
2. Shall place Source Separated materials in the designated containers, non-organic, non-recyclable materials in the Refuse (Trash) container; organic material including bagged food waste in the Organics container; and non-compostable, Recyclable Materials in the Recycling container.
3. Commercial Business Generators may choose to utilize the services of a 3rd party hauling company per Section 19-175-(B) and Sections 19-190 through 19-194 of this Article provided that the Commercial Business Generator is able to respond the City's request to
 - a. Inspect the 3rd Party hauling company's bins, and/or
 - b. Receive an annual report of types of materials, volumes, and frequency being managed by the 3rd Party hauling company
 - c. Provide a refundable deposit in amount not to exceed \$5,000
4. The City shall have the right to review and adjust the number and size of a generator's containers and/or collection frequency to evaluate the adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials.
5. Commercial Business generators shall adjust the service level for their collection services as requested by the City.
6. To the extent practical through education, training, inspection, and/or other measures, prohibit employees, contractors, or tenants from placing materials in a container not designated for those materials per the City's three or two Container Collection Services or, if self-hauling, per the requirements Section 19-190 of this Article.
7. Generators may choose to manage their Organic Materials by preventing, reducing, or managing their Organic Material on-site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
8. Generators may choose to self-haul recyclable materials to the city's drop-off Recycling Center pursuant to Division 4 of this Article.
9. Annually provide information to employees, contractors, tenants, and customers about Edible Food and Organic Materials recovery requirements and about proper sorting of Source Separated Organic and Recyclable Materials.
10. Provide education information before, or within fourteen (14) days of, occupation of the premises by new tenants that describes requirements to keep Source Separated Organic and Recyclable Materials separate from Solid Waste (when applicable), maintaining the security of the containers to prevent illegal access, the location of containers, and the rules governing their use at each property.
11. Provide or arrange access for the City, or its agent, to their properties during all inspections conducted in accordance with this Code to confirm compliance with the requirements of this Article.
12. Provide customers with recycling and organics collection containers to collect material purchased on the premises that is located adjacent to the designated container for trash, except in restrooms.
13. Ensure that the containers are visible and easily accessible, clearly marked with educational signage.

14. Full-service restaurants are exempt from this requirement if the full-service restaurant provides its employees a commercial solid waste recycling bin or container to collect material purchased on the premises and implements a program to collect recyclable commercial solid waste.

15. Shall develop model signage that businesses may utilize in implementing such waste diversion requirements.

16. A property owner of a multifamily residential dwelling with common areas shall also provide recycling and organics collection containers located adjacent to Refuse (Trash) containers.

(F) All Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed of.

2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

5. Generators may choose to manage their Organic Materials by preventing, reducing, or, managing Organic Materials on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

6. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

i. The name, address, and contact information of the Food Recovery Service or Food Recovery Organization.

ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

iii. The established frequency that food will be collected or self-hauled.

iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(G) Nothing in this Article shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the

Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

(H) Venue or Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at Venues or Events to comply with the requirements of this Section

SEC. 19-161. SOLID WASTE ON STREETS, ALLEYS AND CITY PROPERTY.

No person shall deposit or cause or permit to be deposited, any Solid Waste on any public right-of-way, or on any property owned or leased by the City, except in receptacles or areas specifically designated waste enclosures and/or containers or provided for that purpose.

SEC. 19-162. NOTICE TO REMOVE SOLID WASTE ON PRIVATE PROPERTY; APPEAL OF NOTICE.

(A) The city manager, public works director or designee shall give written notice to persons determined to be in violation of this Article to remove and properly dispose of the Solid Waste. Such notice shall be prominently posted on the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the owner, occupant or person in control of the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the person who deposited or caused or permitted to be deposited Solid Waste on public property.

(B) The notice shall require that the Solid Waste be removed within three days of receipt of the notice or that the person addressed make alternate arrangements with the city manager, and shall state that if the Solid Waste is not removed, the City will remove and properly disposed of the Solid Waste and the person addressed will be billed for the cost thereof.

(C) Before the time set for the removal of the Solid Waste by the City, the person addressed in the notice may file with the city clerk a written request for review by the City Council of the contemplated City action, which request shall operate to delay the City in removing the Solid Waste from private property and assessing the costs of removal, but shall not prevent removal of Solid Waste from public property.

(D) If a person or property has received the notice set forth in Subsection (A) above, for violations on three (3) or more different dates, the city manager or his designee may immediately increase service levels to the property and bill the property owner or occupant for the costs of such increased service levels until such time as the city manager, or his designee, deem that the increased service levels are no longer warranted. The property owner or occupant may submit a request, along with documentation to support the request, for a reduction in service level and such may be granted if the city manager, or his designee, upon finding that the need for increased service levels are no longer necessary.

SEC. 19-163. REMOVAL OF SOLID WASTE BY CITY.

The city manager or designee may cause Solid Waste deposited in violation of this Article to be removed and properly disposed of upon failure, neglect or refusal of the person so notified to properly dispose of such Solid Waste within three days after receipt of written notice as provided in Section 19-162, or within five days after the date a notice is returned to the Solid Waste division because of inability to make delivery thereof; provided, that the same was properly addressed to the last known address of the owner, occupant or person in control of the private property on which the accumulation exists, or of the person who deposited Solid Waste on public property.

SEC. 19-164. CHARGES FOR REMOVAL AND DISPOSAL OF SOLID WASTE BY CITY.

When the City has so affected the removal of Solid Waste, the person notified pursuant to Section 19-162 shall be personally liable to the City for a charge for removal and disposal. The City may add the charge to the Solid Waste bill of such person(s) or take other action to collect the charge. Any action described in this article taken by the City to remove and dispose of Solid Waste shall not bar criminal prosecution for violation of this article or preclude civil suit to collect amounts due.

SEC. 19-165. STREET SWEEPING.

In addition to other methods of removing Solid Waste from public rights-of-way provided in this Article, the City may provide street sweeping services to prevent Solid Waste from accumulating in rights-of-way. The City Council may prescribe charges for such services. Such charges shall be included in the charges for collection of Solid Waste and shall be payable by the persons liable for such charges.

SEC. 19-166. TRUCKS TRANSPORTING SOLID WASTE OR RECYCLABLE MATERIALS.

(A) The bodies of trucks transporting Solid Waste or Recyclable Materials shall be enclosed or have a covering securely placed over the entire load to prevent spilling of any part of the load. Trucks transporting Solid Waste shall comply with Cal. Vehicle Code, Section 23115.

(B) Each person operating a truck used to transport Solid Waste or Recyclable Materials shall have on the truck a broom, shovel, and other equipment necessary to clean and pick up any Recyclable Materials spilled, dropped, or deposited from the truck on any public or private property, and shall clean up, pick up, transport and haul away any such Solid Waste or recyclable materials.

(C) All trucks and other equipment used to transport Solid Waste or Recyclable Materials shall at all times be maintained in a good and safe mechanical condition, with a neat and presentable appearance. All such trucks and other equipment shall be available at all reasonable times for inspection by an authorized representative of the City.

(D) Each truck used to transport Solid Waste or Recyclable Materials, except for trucks owned and operated by the City or trucks used pursuant to subsection (C) of Section 19-175 or subsections (C) or (E) of section 19-190, shall display the name, address and telephone number

of the person transporting Solid Waste or Recyclable Materials on both sides of the exterior of the truck in such a manner and size as to be legible.

SEC. 19-167. BURNING SOLID WASTE.

No person shall burn Solid Waste.

SEC. 19-168. HAZARDOUS WASTE IN SOLID WASTE CONTAINERS.

No person shall place hazardous waste in any Solid Waste container.

SEC. 19-169. RESIDENTIAL SUBDIVIDERS TO PAY FOR SOLID WASTE CONTAINERS.

Any subdivider who subdivides property into residential lots shall pay to the City the amount of money estimated by the city manager to be required to purchase the appropriate Solid Waste containers for each such residential lot, in order that at occupancy the City may provide one or more Solid Waste containers for each residence.

DIVISION 3. COLLECTION AND CHARGES

SEC. 19-175. EXCLUSIVE RIGHT TO COLLECT SOLID WASTE.

(A) The collection, removal and disposal of all Solid Waste, including Solid Waste generated by residential, commercial, agricultural, construction or demolition uses within the City, may be performed by the City or its authorized representatives. No other person may engage in the collection, removal and disposal of Solid Waste, except as provided in subsections (B) and (C) of this Section.

(B) A person holding a City business license for the collection, removal and disposal of Solid Waste may collect construction and demolition debris from roll-off boxes and remove and dispose of such debris pursuant to Sections 19-190 through 19-194.

(C) An owner or occupant may collect, remove and dispose of Solid Waste created by activities on the lot owned or occupied by such person, provided that such person uses his/her own resources to effect the collection, removal, and disposal, or contracts for such services only with the person who engaged in the activities that created the Solid Waste.

(D) Requirements for Self-Haulers, Back-Haulers, and 3rd Party Haulers are as follows:

1. Shall source separate all recyclable and recovered organic waste in a manner consistent with 14 CCR Section 18984.1 and 18984.2 or haul the material to an approved High Diversion Organic Waste Processing Facility (18984.3).
2. Self-Haulers, Back-Haulers, and 3rd Party Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected to the City if requested.
3. Self-Haulers, Back-Haulers and 3rd Party Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Recyclable and Organic Material delivered to each Solid Waste processing or transfer facility, operation,

activity, or property that processes or recovers Recyclable and/or Organic Material; this record shall be subject to inspection by the City.

4. The records shall be made available to the City quarterly and include the following information:
 - a. Delivery receipts and weight tickets from the entity accepting the waste.
 - b. The amount of material in volume or weight transported by the generator to any approved entity.
 - c. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Recyclable and Organic Materials
5. 3rd Party Haulers will, upon renewal of their City Business License, respond to requests by the city manager or a designated City Enforcement Official documenting the amount of Recyclable or Organic Material transported on behalf of their client to an approved processing facility permitted to handle Recyclable and/or Organic Material for processing, transport or transformation.

SEC. 19-176. EXTRA NONRESIDENTIAL SERVICE.

Any person desiring more than the minimum Solid Waste collection service may apply to the Solid Waste division for extra service and shall be charged the associated rate for that service.

SEC. 19-177. UNAUTHORIZED COLLECTION.

No person except authorized City officers and employees shall collect, remove, convey, or cause or permit to be removed, collected, or conveyed, any Solid Waste on or along any public right-of-way in the City. This Section shall not apply to any person with whom the City has entered into a contract for the collection, removal, and disposal of Solid Waste, or to any person or business who holds a City business license for the collection, removal, and disposal of Solid Waste, or to any employee of such persons, while such contract or license is in force.

SEC. 19-178. INTERFERENCE WITH COLLECTION.

No person shall interfere with or obstruct the collection, transportation, disposal or processing of Solid Waste.

SEC. 19-179. INTERFERENCE WITH SOLID WASTE CONTAINERS.

No person other than the owner or occupant, or a person to whom the owner or occupant has given consent, or an officer or employee of the City, or a person or an employee thereof holding a contract with the City or a business license issued by the City for the collection, removal, and disposal of Solid Waste, shall interfere in any manner with any Solid Waste container or the contents thereof, or place materials within or remove the contents from any Solid Waste container.

SEC. 19-180. TRASH ENCLOSURE STANDARDS AND CALGREEN

Persons applying for a permit from the City for new construction and building additions and alterations shall comply with the requirements of this Section and all required components of the

California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to the City's building and/or planning code for complete CALGreen requirements.

For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

(A) Any new occupants of a Commercial Business, multi-tenant commercial property, and/or multi-family dwelling of 5 units or more, where existing buildings on the site are identified for the storage and collection of Recyclable and/or Organic Materials, consistent with the City's three or two-container collection program, shall comply with a provision requiring adequate space for Recycling and Organics Materials management pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

(B) New construction and/or alterations resulting in more than 30% of the floor space shall add, modify or expand existing trash enclosures for existing commercial, transient residential (hotel/motel/spa), and for existing multi-family residential projects to ensure that the enclosure(s) is appropriately sized and adequately maintained so that access doors function and the structure does not fall into disrepair. Failure to comply may result in Enforcement Action.

(C) All Commercial Businesses and multi-family dwellings of 5 units or more shall:

- a. comply with CALGreen requirements and applicable laws related to management of C&D, including the documentation of the diversion of Recyclable and Organic Waste in C&D from disposal.
- b. comply with the City's C&D written and published policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D materials.

SEC. 19-181. COLLECTION IN ANNEXED AREAS.

When the City annexes an area in which, for at least the immediately preceding three years, private Solid Waste collection service of at least the quality and frequency of service provided by the City has been provided by an operator holding a County franchise, license or permit, the operator may continue to provide such service to the existing service area for the period provided by Cal. Pub. Res. Code, Section 49520 after the City mails notice to the operator that after such a period the City will provide exclusive service to the area. The City and the operator may provide mutually satisfactory terms for the operator's termination of service before such period expires.

SEC. 19-182. OCCUPANTS LIABLE FOR CHARGES; CHARGES TO BE BILLED TO WATER METER USER.

All occupants are liable for charges for Solid Waste collection services. In the case of premises containing more than one dwelling unit or place of business or both that are served by a single water meter, such charges may be billed to the landlord or water meter user, who shall collect such charges from the occupants thereof and transmit the amount so collected to the City. In the event the landlord or water meter user fails to collect such charges from any such occupant and remit the charges to the City, the landlord or water meter user shall be liable to the City for the payment of such charges.

SEC. 19-183. CHARGES ADDED TO UTILITY BILL; PAYMENT; ADJUSTMENT FOR HIGHER RATES.

Whenever possible, charges for the collection of Solid Waste and Recyclable Materials and related services shall be added to City utility bills. Such charges shall be for the period covered by the utility bills, and shall be payable at the same time and in the same manner as utility bills. Bills for a fractional part of a billing period may be prorated in a manner approved by the city manager. Whenever it is not possible to determine the total amount of such charges to be added to the utility bill, or if such charges must be billed separately, bills for such services may be rendered and payment of such charges may be made quarterly or monthly, in advance, as directed by the city manager.

SEC. 19-184. DELINQUENT BILL; AUTHORITY TO DISCONTINUE UTILITY SERVICE.

When a customer's bill for the collection of Solid Waste, Recyclable Materials and related services at a service location becomes delinquent, and water is furnished to the customer through one or more services at the same or different locations, all such water services may be shut off. In addition, the City shall have the authority to discontinue water service or Solid Waste and Recyclable Materials service, or both, without notice for failure to comply with this Article or the rules and regulations promulgated by the city manager pursuant to this Article. The charges and procedures for resumption of water service shut off pursuant to this Article shall be those found in Chapter 22. As an additional remedy, an action in the name of the City may be commenced in any court of competent jurisdiction for the amount of any delinquent charges; and if legal action is brought by the City or its assignee to enforce collection of any amount charged and due under this Article, any judgment rendered in favor of the City shall include costs of suit incurred by the City or its assignee, including reasonable attorneys' fees.

SEC. 19-185 BILLING AND COLLECTION - DELINQUENT REFUSE BILL.

Should a customer fail to pay a fee or charge for refuse service, within one month after the billing date provided on the face of the bill, the City shall assess a penalty in an amount of 10% of the overdue balance.

DIVISION 4. RECYCLABLE AND ORGANIC MATERIALS

SEC. 19-190. COLLECTING, TRANSPORTING, PROCESSING AND MARKETING RECYCLABLE AND ORGANIC MATERIAL.

No person shall collect, transport, process or market Recyclable Materials within the City unless such person is:

- (A) An officer or employee of the City acting in the course of that individual's official duty;
- (B) A person holding a City business license (authorized 3rd Party Hauler) for the collection, transportation, processing or marketing of Recyclable Materials or an employee of such person;
- (C) An owner or occupant, provided that such person transports only those Recyclable Materials that are generated on the lot owned or occupied by such person to a buy back center, drop off center or other facility certified pursuant to Cal. Pub. Res. Code, Sections 14500 et seq.;
- (D) The holder of a City business license for a Recycling Facility or Processing Facility, or an officer or employee of the licensee; or
- (E) An agent or employee of, or a volunteer authorized by, a nonprofit organization that collects recyclable materials or processed materials as a part of a fund-raising activity for the benefit of such nonprofit organization.

SEC. 19-191. REMOVAL OR INTERFERENCE OF COLLECTION CONTAINERS.

- (A) Containers for the temporary storage of Solid Waste, Recyclable and Organic Materials generated on any lot shall comply with all applicable provisions of this Article and this Code.
- (B) No person, other than the persons specified in section 19-190, shall remove or interfere in any way with collection containers or the contents thereof, after the same is placed for collection at an authorized collection location by the occupant or owner of the lot on which the Recyclable Materials were generated.
- (C) Notwithstanding any other provision of this Code, violation of this Section is hereby declared to be an infraction punishable in accordance with the provisions of Chapter 1 of this Code, relating to punishment for infractions.
- (D) As an alternative to subsection (C) of this Section, the city attorney is authorized to bring a civil suit at law or equity against any person who violates this Section. In any such civil suit, the court shall either allow treble damages, as measured by the value of the material removed or interfered with, or award a civil penalty of not more than \$1,000, whichever is greater, against the person who violated this section, for each unauthorized removal or interference, together with the City's reasonable attorneys' fees, expert and other witness fees, and all costs.

SEC. 19-192. PLACEMENT OF COLLECTION CONTAINERS.

The following provisions apply to curbside or alley Recyclable Materials collection:

- (A) No person shall place, or cause to be placed for collection, any Solid Waste, Recyclable or Organic Materials, at any place, at any time or in any manner other than as provided in this Article or Regulations established thereto.
 - 1. No person shall place, or cause to be placed for collection, any Solid Waste, Recyclable or Organic Materials at any time other than on the days established pursuant to this Article or Regulations established thereto.

2. Collection containers shall be placed for collection by the time designated by resolution of the City Council, or at any time within 12 hours prior to the designated collection time. No person shall permit collection containers of any Solid Waste, Recyclable, or Organic Materials to remain at such locations after the designated collection day.

3. Each collection container shall be returned to a location where the same is permitted to be stored pursuant to the provisions of this Code or Regulations issued pursuant thereto.

(B) Any collection container or any Solid Waste, Recyclable or Organic Materials to be placed for collection on the lot where generated adjacent to a street, shall be placed as close as practicable to the curb line or right-of-way line of the street.

(C) No collection container or any Solid Waste, Recyclable or Organic Materials shall be placed within the limits of any street or alley within the City, unless by direction of the city manager.

SEC. 19-193. TITLE TO RECYCLABLE MATERIALS.

Title to Recyclable Materials shall be deemed for all purposes to be vested in the City as of the time the materials are placed in the collection location with the intent that they be collected for recycling by the persons identified in Section 19-190.

SEC. 19-194. RECYCLING AND ORGANICS COLLECTION SERVICES.

(A) All Commercial Businesses and multi-family dwellings of 5 units or more that generate more than 4 cubic yards of Solid Waste per week are required to subscribe to Recycling Collection Services.

(B) Commercial Businesses and multi-family dwellings of 5 units or more may choose to contract with a 3rd party hauling company that is authorized to provide recycling collection services within the City, self or back-haul Recyclable Materials pursuant to section 19-175 (D).

(C) Notwithstanding the foregoing, there is nothing in this Article that prevents Generators to choose to manage their Recyclable and Organic Materials by preventing, reducing, reusing materials on site, and/or using a certified recycling center pursuant to 14 CCR Section 18984.9(c).

(D) All commercial businesses and multi-family dwellings of 5 units or more that generate more than 2 cubic yards of Solid Waste per week are required to subscribe to Organics Collection Services pursuant to Section 19-160 (D), (E).

DIVISION 5. EXCLUDED WASTES, INCLUDING HAZARDOUS MATERIALS

SEC. 19-200. UNDERGROUND STORAGE.

(A) Pursuant to Cal. Health and Safety Code, Chapter 6.7, Division 20, Section 25283 and Cal. Health and Safety Code, Chapter 6.11, Division 20, Section 25404.1, the City assumes or has previously assumed responsibility for the implementation within the Cal. Gov't Code, Title 23,

Division 3, Chapters 16 and 18, pertaining to underground storage of hazardous substances, and Cal. Health and Safety Code, Chapter 6.75, Division 20, pertaining to underground petroleum storage tank cleanup, to the extent that such regulations and statutes authorize such action by the City.

(B) The City Council designates the City's Certified Unified Program Agency Program (CUPA Program) as responsible for administering and enforcing said regulations and statutes on behalf of the City. The CUPA Program may adopt regulations to implement this Division.

(C) Pursuant to Cal. Health and Safety Code, Sections 25280 et seq., and Cal. Gov't Code, Chapter 16, Division 3, Title 23, the CUPA Program shall issue, renew, revoke and modify permits to operate underground storage tanks.

(D) Pursuant to Cal. Health and Safety Code, Sections 25299.10 et seq. and Cal. Gov't Code, Chapter 18, Division 3, Title 23, the CUPA Program shall require correction action with regard to underground storage tanks and releases therefrom, including the preparation of a work plan, and shall perform, monitor or oversee corrective action as directed by the State Water Resources Control Board or the regional water quality control board.

(E) The CUPA Program shall charge, for services provided under this Division, the fees adopted therefore by resolution of the City Council.

DIVISION 8. ENFORCEMENT.

(A) Violation of any provision of this Article shall be punishable as set forth in Section 1-10 of this Code. Furthermore, violations of this Article shall constitute a public nuisance and may be abated as set forth in Article 1 of Chapter 7 of this Code. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations or cumulative size of violations exists such that court action is a reasonable use of City staff and resources.

(B) Enforcement pursuant to this ordinance may be undertaken by the city manager or their designee, legal counsel, or combination thereof.

(C) Process for Enforcement

1. The city manager or their Designee will monitor compliance with this Article randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program (that may include Remote Monitoring).

2. For incidences of Prohibited Container Contaminants found in containers, City will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 7 days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in a generator's

containers on more than 3 consecutive occasion(s), the Jurisdiction may assess contamination processing fees or contamination penalties on the generator.

3. Notices shall be sent to “owner” at the official address of the owner maintained by the tax collector for the jurisdiction or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(D) The City may extend the compliance deadlines set forth in a Notice of Violation issued if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(E) Education Period for Non-Compliance

1. Beginning January 1, 2022 and through December 31, 2023, City will conduct inspections, remote monitoring, route reviews or waste evaluations, and compliance reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Article and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.
2. Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Article, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action, as needed.”

Part 2. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council’s adoption of the ordinance.

Part 3. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ---___ was first read on _____, 20___, and finally adopted on _____, 20___ to become effective thirty days thereafter.

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AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John C. Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Oxnard, California Code of Ordinances

ARTICLE II. SOLID WASTE; RECYCLING

DIVISION 1. IN GENERAL**SEC. 19-150. PURPOSE.**

The collection, transportation, processing, marketing, transfer and disposal of solid waste and recyclables by qualified persons is necessary to protect the public health, safety and general welfare and to implement State law. For these reasons, collecting, transporting, processing, marketing, transferring and disposing of solid waste and recyclable materials requires regulation and control by the city in the manner set forth in the code, including, but not limited to, this article.

(' 64 Code, Sec. 15-1) (Ord. No. 2372)

SEC. 19-151. DEFINITIONS.

(A) For the purposes of this article, the following words shall have the following meanings. Any words or phrases relating to solid waste that are not defined in this article shall have the meaning applied to them in Cal. Pub. Res. Code, Sections 40000 *et seq.*

(B) Whenever reference is made herein to any portion of this article, any other ordinance, resolution or regulation of the city, or any law of this State, the reference shall be deemed to apply to all amendments and additions heretofore or hereafter made to such ordinances, resolutions, regulations or laws.

(1) ARTICLE - Article II of chapter 19 of the code and regulations issued pursuant hereto.

(2) CHARGES - Money paid for solid waste, recycling and related services.

(3) CURBSIDE - A curb located adjacent to a street or alley located within the city.

(4) HAZARDOUS WASTE - Material designated as a hazardous waste, a hazardous substance or a hazardous material, pursuant to any applicable federal, State or city law.

(5) NONRESIDENTIAL USE - A use on a lot that does not contain one or more residential dwellings or uses.

(6) OCCUPANT - The person who is entitled to use and occupy any lot located in the city, including buildings and structures located thereon.

(7) OWNER - The legal owner of any lot located within the city.

(8) PROCESSED MATERIALS - Recyclable materials that have been processed by a processing facility.

(9) RECYCLING CONTAINER - A container that complies with the requirements of the city for the use or temporary storage of recyclable materials.

(10) **RECYCLING OR PROCESSING FACILITY** - Means a facility, licensed and authorized by the city or another public agency having jurisdiction, where recyclable materials are cleaned, sorted, or otherwise prepared for marketing to an end user of the processed materials.

(11) **RECYCLABLE MATERIALS** - Materials that are discarded with the intent that they be collected for return to the economic mainstream in the form of processed materials, rather than becoming solid waste, and may include paper, cardboard, glass, metal, plastic, wood, meat, vegetable or plant matter, compostables, construction and demolition materials, and other materials specified by the city manager for inclusion in the city's recycling program, but shall not include hazardous waste.

(12) **SOLID WASTE DIVISION** - That division of the city responsible for the collection of solid waste and the management of services related to recyclable materials within the city.

(13) **REGULATIONS** - Written regulations and amendments thereof issued by the city manager pursuant to this article.

(14) **RESIDUAL MATERIALS** - That portion of recyclable materials delivered to a processing facility that is left over and must be disposed of after the recyclable materials have been processed.

(15) **TRUCK** - Any motor vehicle that transports recyclable materials within the city and that is defined as a truck in the Cal. Vehicle Code.

('64 Code, Sec. 15-2) (Ord. No. 2372)

SEC. 19-152. ESTABLISHMENT OF REGULATIONS BY CITY MANAGER.

The city manager shall from time to time, as deemed necessary or desirable, issue and amend regulations relating to the collection of residential and nonresidential solid waste and recyclable materials and the conditions of service, including but not limited to minimum service levels; standards for extra nonresidential business service; standards for keeping, collecting, removing and disposing of solid waste and recyclable materials; the sufficiency and sanitation of solid waste and recyclable materials containers and carriers; green waste; and the sale of salvageable materials, and of products, commodities and services incidental thereto, and the charges to be made therefor. Copies of such regulations shall be maintained at the solid waste division.

('64 Code, Sec. 15-3) (Ord. No. 2372)

SEC. 19-153. HOURS OF OPERATION AND CHARGES SET BY CITY COUNCIL.

(A) The city council shall by resolution set hours of operation of solid waste and recyclable materials collection and hours of operation of city owned or operated public recycling or processing facilities.

(B) The city council shall by ordinance set charges for collection of solid waste, recyclable materials and related services. Such charges may include all costs incurred by the city in providing such services, including but not limited to the costs of employee and administrative overhead, the costs of contracts for services, and the costs of the purchase and rental of supplies and equipment.

('64 Code, Sec. 15-4) (Ord. No. 2372)

SEC. 19-154. COMPLIANCE WITH ARTICLE.

Whenever compliance with the provisions of this article is required of any person, such requirement shall include compliance with all regulations issued by the city manager pursuant to this article.

(' 64 Code, Sec. 15-5) (Ord. No. 2372)

DIVISION 2. REMOVAL AND DISPOSAL OF SOLID WASTE

SEC. 19-160. SOLID WASTE ON PRIVATE PROPERTY.

(A) No owner, occupant or person in control of private property shall deposit, store or cause or permit to be deposited or stored any solid waste on such property so that such solid waste could or does attract rodents or pests and create a health hazard. "Rodent," as used in this subsection, means rats, mice, gophers and squirrels. "Pest," as used in this subsection, includes any animal or insect not under human control, which is offensive to the senses or interferes with the comfortable enjoyment of life, including but not limited to roaches, mosquitoes and flies.

(B) Every owner, occupant or person in control of private property shall properly store and maintain accumulations of solid waste so that they are not carried or deposited by the elements on any public right of way or public place, or on the private property of another.

(' 64 Code, Sec. 15-6) (Ord. No. 2372)

SEC. 19-161. SOLID WASTE ON STREETS, ALLEYS AND CITY PROPERTY.

No person shall deposit or cause or permit to be deposited, any solid waste on any public right-of-way, or on any property owned or leased by the city, except in receptacles or areas specifically designated or provided for that purpose.

(' 64 Code, Sec. 15-7) (Ord. No. 2372)

SEC. 19-162. NOTICE TO REMOVE SOLID WASTE; APPEAL OF NOTICE.

(A) The city manager shall give written notice to persons determined to be in violation of section 19-160 or section 19-161 of this article to remove and properly dispose of the solid waste. Such notice shall be prominently posted on the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the owner, occupant or person in control of the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the person who deposited or caused or permitted to be deposited solid waste on public property.

(B) The notice shall require that the solid waste be removed within three days of receipt of the notice or that the person addressed make alternate arrangements with the city manager, and shall state that if the solid waste is not removed, the city will remove and properly disposed of the solid waste and the person addressed will be billed for the cost thereof.

(C) Before the time set for the removal of the solid waste by the city, the person addressed in the notice may file with the city clerk a written request for review by the city council of the contemplated city action, which request shall operate to delay the city in removing the solid waste from private property and assessing the costs of removal, but shall not prevent removal of solid waste from public property.

(' 64 Code, Sec. 15-8) (Ord. No. 2372)

SEC. 19-163. REMOVAL OF SOLID WASTE BY CITY.

The city manager may cause solid waste deposited in violation of sections 19-160 or 19-161 to be removed and properly disposed of upon failure, neglect or refusal of the person so notified to properly dispose of such solid waste within three days after receipt of written notice as provided in section 19-162, or within five days after the date a notice is returned to the solid waste division because of inability to make delivery thereof; provided, that the same was properly addressed to the last known address of the owner, occupant or person in control of the private property on which the accumulation exists, or of the person who deposited solid waste on public property.

(' 64 Code, Sec. 15-9) (Ord. No. 2372)

SEC. 19-164. CHARGES FOR REMOVAL AND DISPOSAL OF SOLID WASTE BY CITY.

When the city has so effected the removal of solid waste, the person notified pursuant to section 19-162 shall be personally liable to the city for a charge for removal and disposal. The city may add the charge to the solid waste bill of such person or take other action to collect the charge. Any action described in this article taken by the city to remove and dispose of solid waste shall not bar criminal prosecution for violation of this article or preclude civil suit to collect amounts due.

(' 64 Code, Sec. 15-10) (Ord. No. 2372)

SEC. 19-165. STREET SWEEPING.

In addition to other methods of removing solid waste from public rights of way provided in this article, the city may provide street sweeping services to prevent solid waste from accumulating in rights-of-way. The city council may prescribe charges for such services. Such charges shall be included in the charges for collection of solid waste and shall be payable by the persons liable for such charges.

(' 64 Code, Sec. 15-11) (Ord. No. 2372)

SEC. 19-166. TRUCKS TRANSPORTING SOLID WASTE OR RECYCLABLE MATERIALS.

(A) The bodies of trucks transporting solid waste or recyclable materials shall be enclosed or have a covering securely placed over the entire load to prevent spilling of any part of the load. Trucks transporting solid waste shall comply with Cal. Vehicle Code, Section 23115.

(B) Each person operating a truck used to transport solid waste or recyclable materials shall have on the truck a broom, shovel and other equipment necessary to clean and pick up any recyclable materials spilled, dropped or deposited from the truck on any public or private property, and shall clean up, pick up, transport and haul away any such solid waste or recyclable materials.

(C) All trucks and other equipment used to transport solid waste or recyclable materials shall at all times be maintained in a good and safe mechanical condition, with a neat and presentable appearance. All such trucks and other equipment shall be available at all reasonable times for inspection by an authorized representative of the city.

(D) Each truck used to transport solid waste or recyclable materials, except for trucks owned and operated by the city or trucks used pursuant to subsection (C) of section 19-175 or subsections (C) or (E) of section 19-190, shall display the name, address and telephone number of the person transporting solid waste or recyclable materials on both sides of the exterior of the truck in such a manner and size as to be legible.

(' 64 Code, Sec. 15-12) (Ord. No. 2372)

SEC. 19-167. BURNING SOLID WASTE.

No person shall burn solid waste.

('64 Code, Sec. 15-13) (Ord. No. 2372)

SEC. 19-168. HAZARDOUS WASTE IN SOLID WASTE CONTAINERS.

No person shall place hazardous waste in a solid waste container.

('64 Code, Sec. 15-14) (Ord. No. 2372)

SEC. 19-169. RESIDENTIAL SUBDIVIDERS TO PAY FOR SOLID WASTE CONTAINERS.

Any subdivider who subdivides property into residential lots shall pay to the city the amount of money estimated by the city manager to be required to purchase the appropriate solid waste containers for each such residential lot, in order that at occupancy the city may provide one or more solid waste containers for each residence.

('64 Code, Sec. 15-15) (Ord. No. 2372)

DIVISION 3. COLLECTION AND CHARGES**SEC. 19-175. EXCLUSIVE RIGHT TO COLLECT SOLID WASTE.**

(A) The collection, removal and disposal of all solid waste, including solid waste generated by residential, commercial, agricultural, construction or demolition uses within the city, may be performed by the city or its authorized representatives. No other person may engage in the collection, removal and disposal of solid waste, except as provided in subsections (B) and (C) of this section.

(B) A person holding a city business license for the collection, removal and disposal of solid waste may collect construction and demolition debris from roll-off boxes and remove and dispose of such debris.

(C) An owner or occupant may collect, remove and dispose of solid waste created by activities on the lot owned or occupied by such person, provided that such person uses his/her own resources to effect the collection, removal and disposal, or contracts for such services only with the person who engaged in the activities that created the solid waste.

('64 Code, Sec. 15-16) (Ord. No. 2372)

SEC. 19-176. EXTRA NONRESIDENTIAL SERVICE.

Any person desiring more than the minimum solid waste collection service may apply to the solid waste division for extra service.

('64 Code, Sec. 15-17) (Ord. No. 2372)

SEC. 19-177. UNAUTHORIZED COLLECTION.

No person except authorized city officers and employees shall collect, remove, convey, or cause or permit to be removed, collected or conveyed, any solid waste on or along any public right-of-way in the city. This section shall not apply to any person with whom the city has entered into a contract for the collection, removal and disposal of solid waste, or to any person who holds a city business license for the collection, removal and disposal of solid waste, or to any employee of such persons, while such contract or license is in force.

('64 Code, Sec. 15-18) (Ord. No. 2372)

SEC. 19-178. INTERFERENCE WITH COLLECTION.

No person shall interfere with or obstruct the collection, transportation, disposal or processing of solid waste.

('64 Code, Sec. 15-19) (Ord. No. 2372)

SEC. 19-179. INTERFERENCE WITH SOLID WASTE CONTAINERS.

No person other than the owner or occupant, or a person to whom the owner or occupant has given consent, or an officer or employee of the city, or a person or an employee thereof holding a contract with the city or a business license issued by the city for the collection, removal and disposal of solid waste, shall interfere in any manner with any solid waste container or the contents thereof, or place materials within or remove the contents from any solid waste container.

('64 Code, Sec. 15-20) (Ord. No. 2372)

SEC. 19-180. COLLECTION IN ANNEXED AREAS.

When the city annexes an area in which, for at least the immediately preceding three years, private solid waste collection service of at least the quality and frequency of service provided by the city has been provided by an operator holding a county franchise, license or permit, the operator may continue to provide such service to the existing service area for the period provided by Cal. Pub. Res. Code, Section 49520 after the city mails notice to the operator that after such period the city will provide exclusive service to the area. The city and the operator may provide on mutually satisfactory terms for the operator's termination of service before such period expires.

('64 Code, Sec. 15-21) (Ord. No. 2372)

SEC. 19-181. OCCUPANTS LIABLE FOR CHARGES; CHARGES TO BE BILLED TO WATER METER USER.

All occupants are liable for charges for solid waste collection services. In the case of premises containing more than one dwelling unit or place of business or both that are served by a single water meter, such charges may be billed to the landlord or water meter user, who shall collect such charges from the occupants thereof and transmit the amount so collected to the city. In the event the landlord or water meter user fails to collect such charges from any such occupant and remit the charges to the city, the landlord or water meter user shall be liable to the city for the payment of such charges.

('64 Code, Sec. 15-22) (Ord. No. 2372)

SEC. 19-182. CHARGES ADDED TO UTILITY BILL; PAYMENT; ADJUSTMENT FOR HIGHER RATES.

Whenever possible, charges for the collection of solid waste and recyclable materials and related services shall be added to city utility bills. Such charges shall be for the period covered by the utility bills, and shall be payable at the same time and in the same manner as utility bills. Bills for a fractional part of a billing period may be prorated in a manner approved by the city manager. Whenever it is not possible to determine the total amount of such charges to be added to the utility bill, or if such charges must be billed separately, bills for such services may be rendered and payment of such charges may be made quarterly or monthly, in advance, as directed by the city manager.

('64 Code, Sec. 15-23) (Ord. No. 2372)

SEC. 19-183. DELINQUENT BILL; AUTHORITY TO DISCONTINUE UTILITY SERVICE.

When a customer's bill for the collection of solid waste, recyclable materials and related services at a service location becomes delinquent, and water is furnished to the customer through one or more services at the same or different locations, all such water services may be shut off. In addition, the city shall have the authority to discontinue water service or solid waste and recyclable materials service, or both, without notice for failure to comply with this article or the rules and regulations promulgated by the city manager pursuant to this article. The charges and procedures for resumption of water service shut off pursuant to this article shall be those found in chapter 22. As an additional remedy, an action in the name of the city may be commenced in any court of competent jurisdiction for the amount of any delinquent charges; and if legal action is brought by the city or its assignee to enforce collection of any amount charged and due under this article, any judgment rendered in favor of the city shall include costs of suit incurred by the city or its assignee, including reasonable attorneys' fees.

('64 Code, Sec. 15-24) (Ord. No. 2372)

DIVISION 4. RECYCLABLE MATERIALS**SEC. 19-190. COLLECTING, TRANSPORTING, PROCESSING AND MARKETING RECYCLABLES.**

No person shall collect, transport, process or market recyclable materials within the city unless such person is:

- (A) An officer or employee of the city acting in the course of that individual's official duty;
- (B) A person holding a city business license for the collection, transportation, processing or marketing of recyclable materials or an employee of such person;
- (C) An owner or occupant, provided that such person transports only those recyclable materials that are generated on the lot owned or occupied by such person to a buy back center, drop off center or other facility certified pursuant to Cal. Pub. Res. Code, Sections 14500 *et seq.*;
- (D) The holder of a city business license for a recycling facility or processing facility, or an officer or employee of the licensee; or
- (E) An agent or employee of, or a volunteer authorized by, a nonprofit organization that collects recyclable materials or processed materials as a part of a fund-raising activity for the benefit of such nonprofit organization.

(' 64 Code, Sec. 15-25) (Ord. No. 2372)

SEC. 19-191. RECYCLING CONTAINERS; REMOVAL OR INTERFERENCE.

(A) Recycling containers for the temporary storage of recyclable materials generated on any lot shall comply with all applicable provisions of this article and the code.

(B) No person other than the persons specified in section 19-190 shall remove or interfere in any way with a recycling container or the contents thereof, after the same is placed for collection at an authorized collection location by the occupant or owner of the lot on which the recyclable materials were generated.

(C) Notwithstanding any other provision of the code, violation of this section is hereby declared to be an infraction punishable in accordance with the provisions of chapter 1 of the code, relating to punishment for infractions.

(D) As an alternative to subsection (C) of this section, the city attorney is authorized to bring a civil suit at law or equity against any person who violates this section. In any such civil suit, the court shall either allow treble damages, as measured by the value of the material removed or interfered with, or award a civil penalty of not more than \$1,000, whichever is greater, against the person who violated this section, for each unauthorized removal or interference, together with the city's reasonable attorneys' fees, expert and other witness fees, and all costs.

(' 64 Code, Sec. 15-26) (Ord. No. 2372)

SEC. 19-192. PLACEMENT OF RECYCLING CONTAINERS.

The following provisions apply to curbside or alley recyclable materials collection:

(A) No person shall place or cause to be placed for collection recyclable materials or any recycling container containing recyclable materials, at any place, at any time or in any manner other than as provided in this article or regulations established thereto. Recyclable materials that need not be placed in a recycling container for collection pursuant to this article shall be placed for collection at the same locations and at the same times as recyclable materials required to be placed for collection within a recycling container.

(B) (1) No person shall place or cause to be placed a recycling container or recyclable materials for collection at any time other than on the days established pursuant to this article or regulations established thereto.

(2) Recycling containers shall be placed for collection by the time designated by resolution of the city council, or at any time within 12 hours prior to the designated collection time. No person shall permit recycling containers or recyclable materials to remain at such locations after the designated collection day.

(3) Each recycling container shall be returned to a location where the same is permitted to be stored pursuant to the provisions of the code or regulations issued pursuant thereto.

(C) (1) Any recycling container or recyclable materials to be placed for collection on the lot where generated adjacent to a street, shall be placed as close as practicable to the curb line or right-of-way line of the street.

(2) No recycling container or recyclable materials shall be placed within the limits of any street or alley within the city, unless by direction of the city manager.

(' 64 Code, Sec. 15-27) (Ord. No. 2372)

SEC. 19-193. TITLE TO RECYCLABLE MATERIALS.

Title to recyclable materials shall be deemed for all purposes to be vested in the city as of the time the materials are placed in the collection location with the intent that they be collected for recycling by the persons identified in section 19-190.

('64 Code, Sec. 15-28)

SEC. 19-194. RECYCLING COLLECTION SERVICES.

Each person operating pursuant to section 19-190(B) shall, on request of the owner or occupant of a nonresidential use, provide recyclable materials collection equipment or services, including, but not limited to, segregated and nonsegregated recycling container services.

('64 Code, Sec. 15-29) (Ord. No. 2372)

DIVISION 5. HAZARDOUS MATERIALS**SEC. 19-200. UNDERGROUND STORAGE.**

(A) Pursuant to Cal. Health and Safety Code, Chapter 6.7, Division 20, Section 25283 and Cal. Health and Safety Code, Chapter 6.11, Division 20, Section 25404.1, the city assumes or has previously assumed responsibility for the implementation within the Cal. Gov't Code, Title 23, Division 3, Chapters 16 and 18, pertaining to underground storage of hazardous substances, and Cal. Health and Safety Code, Chapter 6.75, Division 20, pertaining to underground petroleum storage tank cleanup, to the extent that such regulations and statutes authorize such action by the city.

(B) The city council designates the City's Certified Unified Program Agency Program (CUPA Program) as responsible for administering and enforcing said regulations and statutes on behalf of the City. The CUPA Program may adopt regulations to implement this division.

(C) Pursuant to Cal. Health and Safety Code, Sections 25280 *et seq.*, and Cal. Gov't Code, Chapter 16, Division 3, Title 23, the CUPA Program shall issue, renew, revoke and modify permits to operate underground storage tanks.

(D) Pursuant to Cal. Health and Safety Code, Sections 25299.10 *et seq.* and Cal. Gov't Code, Chapter 18, Division 3, Title 23, the CUPA Program shall require correction action with regard to underground storage tanks and releases therefrom, including the preparation of a workplan, and shall perform, monitor or oversee corrective action as directed by the State Water Resources Control Board or the regional water quality control board.

(E) The CUPA Program shall charge for services provided under this ordinance the fees adopted therefor by resolution of the city council.

('64 Code, Sec. 15-30) (Ord. No. 2431)

PUBLIC WORKS DEPARTMENT
Environmental Resources Division

111 South Del Norte Boulevard
Oxnard, CA 93030
(805) 385-8060
Fax (805) 487-3860



Alternative Service Certification Form

The following California state laws require that organizations and multi-family units have recycling programs in place:

- [AB 341](#), organizations that generate four (4) yards of solid waste per week, or multi-family residential dwellings of five (5) units or more, regardless of the amount of commercial solid waste generated, are required to recycle.
- [SB 1383](#), all organizations are required to recycle organic waste.

These laws allow an organization to arrange alternative means of compliance through back-hauling, self-hauling or arranging for a third-party to transport materials to an appropriate recycling facility. Organizations that utilize these methods are required to annually certify these practices. Completed forms should be sent to recycle@oxnard.org.

Organization: _____ **Contact Name:** _____ **Address:** _____

Title: _____ **Reporting Period:** _____

Phone/Email: _____

Hauling Method

(describe who hauls materials from this location and where it is delivered)

Material Collection Method (describe how materials collected in house)

Bottles/Cans		
Cardboard/Paper		
Scrap Metal		
Landscaping/Yard Waste		
Food Waste		

Other:		
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Signature : _____ Date : _____

* By signing this form, you attest that the information provided is accurate to the best of your knowledge for the organization specified.

PUBLIC WORKS DEPARTMENT
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Space Conditions Waiver Application

The following California state laws require that organizations and multi-family units have recycling programs in place:

- [AB 341](#), organizations that generate four (4) yards of solid waste per week, or multi-family residential dwellings of five (5) units or more, regardless of the amount of commercial solid waste generated, are required to recycle.
- [SB 1383](#), all organizations are required to recycle organic waste.

A waiver is available for properties that meet certain criteria. Organizations that meet these criteria can complete this application to obtain a waiver from compliance. Staff will review the application, visit the site and determine if the waiver requested applies. Waivers must be recertified every two (2) years. Completed applications, with accompanying photographic support, should be sent to recycle@oxnard.org.

Organization: _____ **Contact Name:** _____ **Address:** _____

Title: _____ **Oxnard** **Acct:#:** _____

Phone/Email: _____

AB 341 - Mandatory Commercial Recycling Available Waivers

- De Minimis Waiver - generation of recyclable materials is less than 0.5 yds³ per week.
- Physical Space Waiver - adequate space to house containers on the premises does not exist. New construction is not eligible for this waiver.

Select Applicable Waiver Select only one	Explanation Provide an explanation of the reasons why this business is eligible for this waiver. Please provide as much detail as possible.

☐ De Minimis Waiver

☐ Physical Space Waiver

SB 1383 - Short Lived Climate Pollutant Available Waivers

- De Minimis Waiver - where waste generation is two (2) yds³ per week, generation of organic materials is less than 20 gallons per week; where waste generation is less than two (2) yds³ per week, generation of organic materials is less than 10 gallons per week.
- Physical Space Waiver - adequate space to house containers on the premises does not exist. New construction is not eligible for this waiver.

Select Applicable Waiver Select only one	Explanation Provide an explanation of the reasons why this business is eligible for this waiver. Please provide as much detail as possible.
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☐

De Minimis Waiver

☐

Physical Space Waiver

Photographic Evidence Acknowledgement

To submit a complete application, photographic evidence must be attached. For a De Minimis Waiver, photos should be taken of the contents of all trash containers on site each day over a work week. For the Physical Space Waiver, photos must include both interior and exterior images of all waste enclosures/areas on the property.

☐

By checking this box, I acknowledge that I understand that this application is incomplete if no photographs are provided when it is submitted.

I declare that I, the owner/property manager (or designee), have read the foregoing document and that the facts stated herein are true to the best of my knowledge. I understand that by submitting this form, there is no guarantee that waiver will be granted and that information will be confirmed independently by the City of Oxnard.

Signature: _____ Date: _____



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.1

DATE: March 1, 2022

TO: City Council

FROM: Betsy George, Chief Financial Officer, 805-200-5400, betsy.george@oxnard.org

SUBJECT: CalPERS Pension Liability Update – Presentation on Unfunded Accrued Liability (UAL), Concept of Restructuring UAL for a Lower Interest Rate and Recommendation to Initiate a Validation Process. (10/20/10)

RECOMMENDATION

That the City Council:

1. Receive a presentation from the City's municipal advisor on the current status and projections for the CalPERS pension program, and discuss the concept of restructuring the City's UAL; and
2. Approve a resolution authorizing the initiation of a validation process and form of Trust Agreement.

(Presentation will be live upon consultant's request).

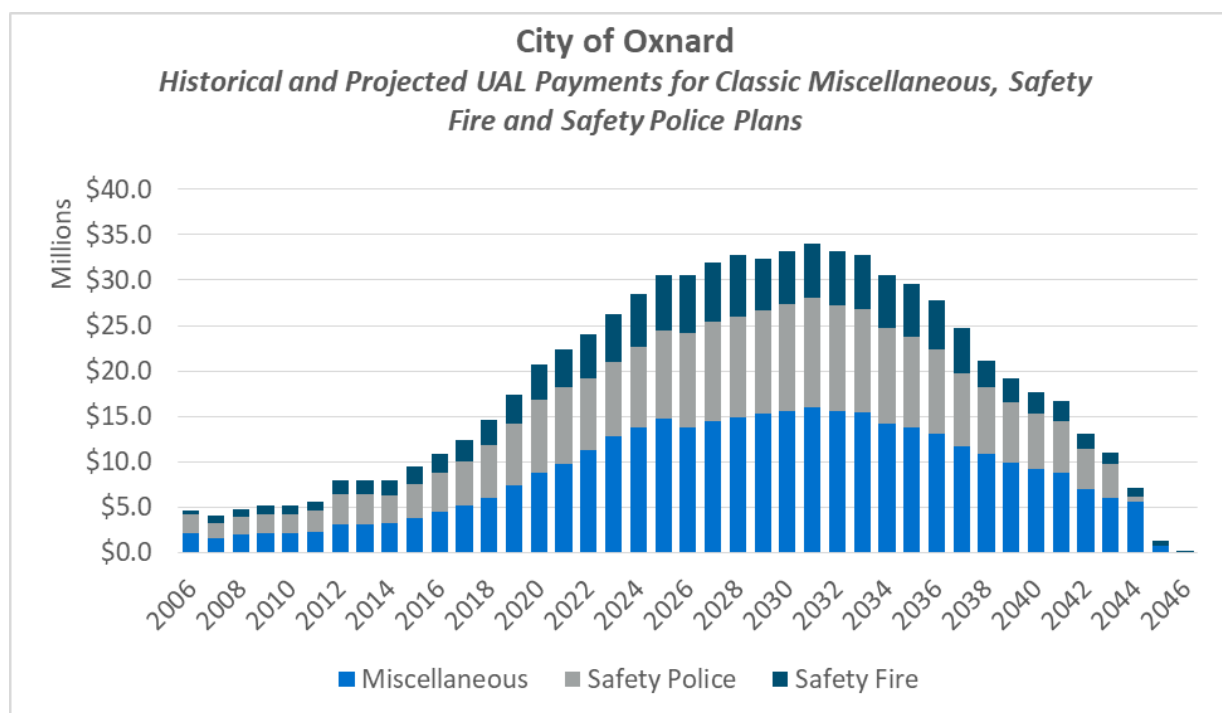
BACKGROUND

NHA Advisors, LLC ("NHA"), the City's municipal advisor, will be making a presentation regarding the City's historical pension costs, recent CalPERS assumption changes and contribution projections. NHA and staff made four previous presentations related to this subject in 2018 and 2019 as shown below:

- **February 2018** – Presentation to Fiscal Policy Task Force (FPTF) on CalPERS Pension Costs; Projections on Tax Override and General Fund Impact
- **March 2018** – Presentation to City Council on CalPERS Pension Costs, Reserve Levels and Debt Covenants
- **February 2019** – F&GC Update Presentation on CalPERS Costs; Introduction to Cost Management Strategies
- **May 2019** – F&GC Follow Up CalPERS Presentation; Additional Detail on Cost Management Strategies (Fresh Start, Section 115 Trust, ADPs, UAL Restructuring)

Over the last 11 years, the City's unfunded accrued liability ("UAL") for its CalPERS Miscellaneous and Safety Plans has grown from approximately \$94 million (6/30/2010 valuation) to approximately \$322 million (6/30/2021 valuation). The Miscellaneous Plan covers all non-Safety employees and represents about \$153 million of the City's total current UAL. The City Safety Plans cover police and fire employees and represent about \$169 million of the total overall UAL. This UAL represents the shortfall/gap between what is needed to pay retiree benefits versus how much in current assets the City actually has in its accounts with CalPERS. The UAL has rapidly increased primarily due to CalPERS investment underperformance and changes to its actuarial assumptions, primarily its discount rate. The discount rate is what CalPERS expects to earn annually, as well as the interest rate that it charges its members (like Oxnard) on this UAL debt. That discount rate was over 8% in the early 2000's and has been reduced several times over the last 15 years. In November 2021 CalPERS reduced the discount rate from 7.0% to 6.8%. Lowering of the discount rate results in increases to the City's contributions to its CalPERS retirement plans.

As shown in the chart below, the City's annual UAL payments have increased from about \$5 million in FY 2010, to over \$10 million in FY 2016 to about \$24 million for FY 2022. Based on the most recent report, they are projected to grow to over \$30 million by FY 2025.



While not yet reflected in the recent actuarial report, the City's overall UAL is expected to decrease to about \$250 million once the new reports are released late this year and the strong 21.3% investment gains from FY 2021 and the new 6.8% discount rate are incorporated. Based on this projected UAL reduction, it is anticipated that the increase in annual UAL payments will be less rapid (projected new peak of \$24 to \$27 million over the next decade). However, the reduction in the discount rate to 6.8% will also increase the City's Normal Cost payments, which are separate from the UAL, and relate to the annual pension costs for current employees. These costs are expected to rise from the current annual level of \$15 million, to \$18 million by FY 2023/24, offsetting a portion of the expected reduction in UAL payments resulting from the 21.3% gain.

Rising pension costs are a widespread issue facing municipalities nationally. Building upon the initial work completed in 2018 and 2019 and developing a thoughtful, multi-pronged strategy to address these costs is highly recommended by staff and NHA.

While these cost increases are significant and need to be addressed strategically, the City is in a favorable position relative to other California cities. The City's voter-approved Property Tax Override (PTO) (which roughly covers about 60-70% of the Safety Fire and Safety Police Plan costs) has been levied since 1952. Based on an annual actuarial study completed each year to determine how much of the City's pension costs are legally eligible to be repaid by the PTO, annual revenue from the tax has recently ranged from about \$13 million to \$15 million. As a percentage of the City's overall CalPERS costs (Safety and Miscellaneous), this PTO has covered approximately 30% to 45% in recent years. The City is one of 21 cities in the State that collects a voter-approved PTO specifically for pension costs.

In addition to the PTO levy being limited by the actuarially determined amount each year, the PTO levy also carries a maximum tax levy constraint of 0.076637% of assessed valuation. Based on the recent rise in pension costs, the City has been at or close to this limit in recent years, and it is projected that the City will be at this maximum for the next decade (and likely beyond). For a property owner with a \$500,000 assessed value (not market value), the annual PTO is approximately \$380 at this maximum levy.

With the PTO levy projected to be at or near the maximum, any future pension cost increases (for example, from future CalPERS investment underperformance) will be absorbed by the City's General Fund and Utility Funds (water, wastewater, environmental resources).

DISCUSSION

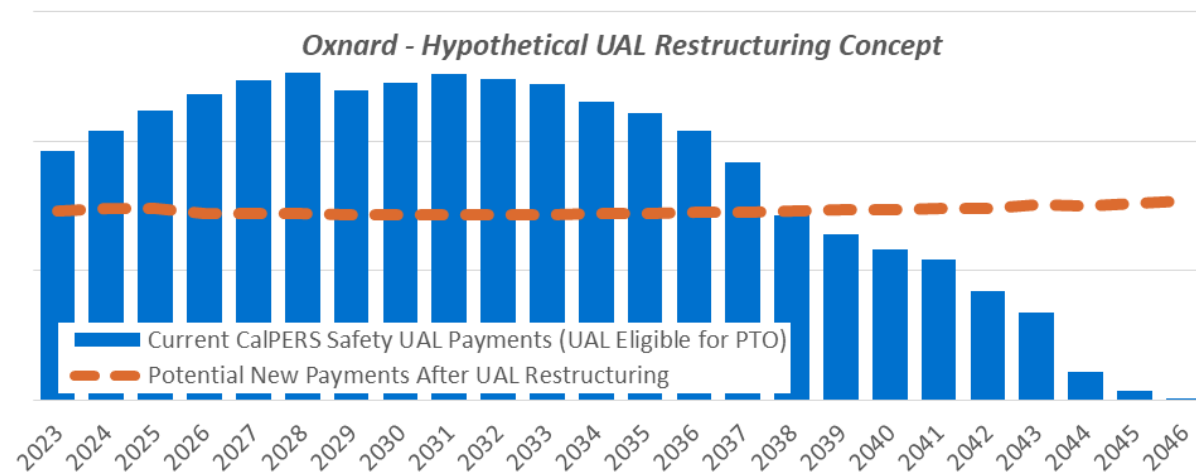
The City is currently evaluating various pension cost management strategies, including executing a Fresh Start (new debt repayment shape with CalPERS), Additional Discretionary Payments (ADPs) to CalPERS, and the creation of a new Section 115 Trust (separate trust dedicated to pension and OPEB expenses). All three of these concepts involve using cash reserves and future potential surplus revenues to pay more than is required to accelerate the reduction in the pension liability. **All three of these strategies are available to the City at this time and will be further evaluated over the next six months.** (Some may not be viable or recommended through this evaluation process.)

Another strategy is to restructure the UAL debt through the issuance of a pension obligation bond. This would entail converting higher interest rate debt with CalPERS (6.8%) to lower interest rate debt (current market rates between 3.25% and 3.75%). While a significant amount of additional due diligence and analysis (including a thorough risk assessment) needs to be completed, the primary benefits of this option include (1) reducing the PTO levy on City property owners, (2) generating cash flow savings to the City and a more predictable debt repayment shape and (3) creating additional resiliency for the City to absorb future economic shocks and/or potential future increases in UAL due to CalPERS not realizing projected investment results.

The issuance of a pension obligation bond is not viable until a judicial validation process is completed (Ventura County Superior Court). The validation process typically takes three to four months to complete (discussed below). Given the recent upward pressure on interest rates, and the ability to continue a robust financial evaluation process and investigation of all cost management strategies concurrently with this validation process, staff recommends that this process be initiated through the City Council approval of the attached Resolution. Adoption of the Resolution would authorize the issuance of the Pension Obligation Bonds (POB) and allow the City to proceed with the judicial validation action to validate the legality of the POB in the Court. **Nothing in this action would obligate Council to issue a POB in the future as there would be subsequent approvals of disclosure documents required to actually issue a POB.**

The City is considering issuing a POB to pay off a portion of its UAL to achieve several objectives:

- **Fiscal Sustainability Tool:** Ability to “re-shape” the City’s overall pension repayment in a way that creates enhanced long-term fiscal sustainability, budgetary predictability, and enhanced resiliency to future economic shocks.
- **Taxpayer Savings:** By reducing the City’s pension payments, the City can reduce the PTO levy on its property owners. Based on very preliminary estimates, the annual savings to a resident with a \$500,000 property (assessed valuation) is about \$70.
- **Budgetary Savings:** In reducing the debt payments to a lower level, the City is projected to realize budgetary savings, which could be used to address other City priorities (e.g., streets, parks, trees, sidewalks, alleys, economic development, youth programs, senior programs, and public safety). Based on the preliminary bond sizing shown in the good faith estimates (\$200M), estimated savings to the City is projected at over \$35 million for the next 12 years, or about \$3 million annually on average.
- **Interest Rate Savings “Arbitrage”:** City can borrow at rates much lower (currently $\approx$ 3.25% to 3.75% depending on term and credit) than the current CalPERS rate (6.80%). Similar to refinancing a higher interest rate mortgage, a POB would allow the City to convert higher interest rate debt to lower interest rate debt and create a significant amount of savings on its debt payments.
- **Increase Funding Ratio:** Current funding levels (investments to liabilities) for the City’s CalPERS retirement plans are about 70%; issuing a POB could increase the ratio to healthier levels (90% to 100%), helping to ensure the long-term viability of the retirement program.
- **Modify Maturity:** Shorten or lengthen repayment period as deemed most fiscally appropriate.
- **Leverage Savings through Improved Policies:** City Council and staff can memorialize the intended uses of potential savings through new adopted policies if desired.



Note: Graphic is being utilized for presentation purposes to demonstrate potential “smoothing of payments”

During the May 2019 public workshop, the market for pension obligation bonds was untested, with only a handful of agencies having issued bonds after 2010. With interest rates dropping to historically low levels in the last couple years, combined with strong investor interest, pension issuance has significantly increased (since 2020) with over 80 CalPERS members (mostly cities) having restructured their UAL. Examples include San Ramon, Poway, La Habra, Oroville, Fort Bragg, National City, Paramount, Bellflower, Lakeport, Montclair, Corona, Santa Ana, Orland, Commerce, San Anselmo, Sanger, San Fernando, Buena Park, Redondo Beach, Covina, Whittier, El Segundo, Auburn, Willows, Corte Madera, Manhattan Beach, Orange, Ukiah, Chula Vista, Downey, El Cajon, Coachella, Gardena, Arcadia, Placentia, Torrance, Azusa, Larkspur, Marysville, Grass Valley, Riverside, Pomona, West Covina, Ontario, Carson, Pasadena, Glendora, Hawthorne, and La Verne. **Other cities that collect a similar PTO to Oxnard have restructured their UAL, including Maywood, El Monte, San Fernando, Montebello, Huntington Beach, Monrovia, and Inglewood.**

Current market rates for recent financings ranged from 2.54% to 4.25%, with rates dictated by market conditions at the time of pricing, credit rating of the issuer, and length of term of the bonds. Most cities who issued pension bonds in 2021 achieved rates between 2.54% and 3.50%.

Validation Process – Through the approval of the resolution (including the form of an indenture of trust), pension obligation bonds are authorized (necessary for the court validation process to begin) and the City Council is granting legal counsel authority to proceed with the judicial validation process. The resolution also gives staff authority to continue the financial analysis and process for identifying restructuring options and the risk analysis.

The judicial validation process is the first step in the issuance process. The goal is to receive a court judgment confirming that the City may issue POBs payable from legally available funds without violating the constitutional debt limit set forth in Article XVI, Section 18, of the California Constitution that applies to the City’s use of its General Fund revenues. The validation process typically takes between three to four months to complete but could be delayed depending on the impact of COVID-19 and other factors outside the City’s control. The City expects, at the conclusion of the validation process, that the Ventura County Superior Court will enter a judgment in favor of the City that the pension-related obligation of the City (i.e., the City’s UAL, existing at the current time and as may accrue in the future) represents an “obligation imposed by law,” which may be refunded via issuance of POBs payable from any legally available funds. Numerous prior court cases have determined that pension liabilities are obligations imposed by law, and, therefore, may be refunded with POBs without violating the constitutional debt limitation. This process is required to give bond investors assurance as to the validity of the bonds they are purchasing.

While the validation process is ongoing (for three to four months), City staff and the financing team will continue to explore the various restructuring alternatives available with POBs in more depth. This will include a more in-depth evaluation of various sizes and repayment shapes, and the corresponding projected savings to taxpayers and to the City. Importantly, a thorough risk assessment will be conducted by the City’s third party actuary, Bartel and Associates, to quantify potential downside scenarios of future CalPERS investment underperformance. This is the core risk of any UAL restructuring and is summarized below.

Reinvestment Risk: Actual savings from the restructuring will be dependent on two factors: (1) actual interest rates at the time of pricing and (2) future CalPERS returns, which is unknown at the time of bond issuance. Generally speaking, the City will be better off if CalPERS earnings rate exceeds the POB interest rate (3.25 – 3.75%) over the term of the financing. While past performance doesn’t guarantee future results, CalPERS average historical returns are 6.9% (last 20 years) and 8.4% (last 30 years).

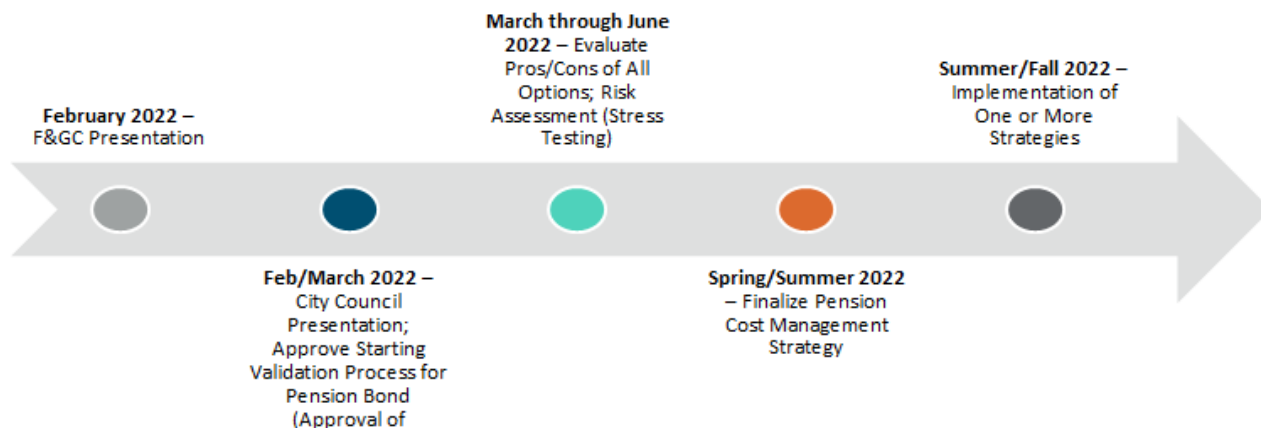
Assessing and mitigating reinvestment risk will be a key objective as the City and its financing team evaluate and refine restructuring options for City Council’s consideration. The City will be working with its financing team and other experts (i.e., actuaries, underwriters, etc.) to properly quantify the reinvestment risk of the various options so that staff and City Council can make a more informed decision on any UAL restructuring. **Based on this risk assessment, or changing market conditions (i.e., rising interest rates), it may be recommended that the City not pursue a restructuring at that time.**

SCHEDULE

If the City Council approves the resolution, the validation process will be initiated. Key milestones of the validation process are listed below:

- City Council passes a resolution authorizing the sale of POB
- File Validation Action with Ventura County Superior Court
- Receive Order for Publication of Summons from the Court
- Publication of notice in local newspaper
- Waiting period for any responding party to file a response to the action
- Court enters default judgment if there is no responding party
- 30-day appeal period for the judgment

As noted earlier, staff and its financing team will continue to evaluate all cost management strategies, including the pros, cons and risks of each, and bring this information to the Finance and Governance Committee at another workshop this Spring. After the evaluation process, staff will return to Council for further discussion of the strategies discussed above.



ENGAGEMENT OF FINANCING TEAM

The Resolution also appoints various members of the Financing Team. NHA Advisors LLC is designated to serve as municipal advisor to the City; Norton Rose Fulbright US LLP is designated to serve as bond counsel and disclosure counsel to the City. NHA has worked on over 20 CalPERS UAL restructurings in the last 18 months. Norton Rose Fulbright US LLP has worked on many of these UAL restructuring projects and also has extensive experience with other cities who collect a pension tax override.

GOOD-FAITH ESTIMATES AND NOT TO EXCEED FIGURES

Good-faith estimates related to a potential issuance of POBs in 2022 are attached to this staff report. These estimates assume a bond size of approximately \$200 million and a maturity that matches the same term as the City's UAL payments to CalPERS. As noted earlier however, the City and its financing team will be evaluating a myriad of options during the evaluation process. Sizes could range from as low as \$10 million, or up to \$300 million or more, with repayment options of different terms and shapes. Options will include targeting specific plans (Safety versus Miscellaneous), as well as both plans. These choices will impact where the cash flow savings will likely be directed: to residents, to the City, or to both. All these options and analysis will be presented to the Finance and Governance Committee this Spring. While the City does not intend to fund its entire UAL through a POB, the not to exceed amount of \$330 million provided in the resolution is meant to provide flexibility and is based upon the City's current UAL estimated in the CalPERS reports. A not-to-exceed interest rate of 4.80% is also recommended to ensure any borrowing would be at least 2.00% lower than what CalPERS is currently charging the City on its UAL debt.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy - working towards securing long-term financial sustainability and contributing to replenishing the City's financial reserves.

FINANCIAL IMPACT

If the City ultimately decides to issue a POB (after validation and upon future City Council approvals), it is expected that significant savings will be generated for the benefit of taxpayers and the City.

Most of the financing costs associated with a potential POB are contingent upon the issuance of the POB and would be financed through the debt issuance. However, some of these costs are non-contingent. Other fees would include the legal fees for Norton Rose Fulbright US LLP related to the validation process, hourly consulting fees for the continued education and evaluation process conducted by NHA Advisors (under NHA's current approved contract), and fees for actuarial services (paid to City's actuary, Bartel and Associates) if a comprehensive risk assessment/stress-testing process is initiated. Sufficient budget appropriations exist in the Finance Department and the City Attorney's Office to cover non-contingent costs anticipated to be incurred in FY 2021-22.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on February 8, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: NHA Advisors

ATTACHMENTS

1. Authorizing Resolution - Oxnard - 2022 Pension Obligation Bonds
2. Trust Agreement - City of Oxnard- 2022 POB
3. Oxnard 2022 POB - Good Faith Estimates
4. Oxnard UAL Restructuring Discussion CC Presentation Mar 1 2022

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE ISSUANCE AND DELIVERY OF PENSION
OBLIGATION BONDS TO REFUND CERTAIN OUTSTANDING PENSION
OBLIGATIONS OF THE CITY TO THE CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM, APPROVING THE FORM OF AND
AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST
AGREEMENT, AND AUTHORIZING A VALIDATION ACTION AND
OTHER MATTERS RELATING THERETO

WHEREAS, the City of Oxnard, California (the "City") is a municipal corporation and a general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the City is obligated by the Public Employees' Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended (the "Retirement Law"), to make payments to the System relating to pension benefits accruing to the System's members.

WHEREAS, the City is obligated specifically to make certain payments to the California Public Employees' Retirement System (the "System") in respect of current and retired safety employees under the pension programs of the System that amortize such obligations over a fixed period of time (the "Pension Obligation"); and

WHEREAS, the Pension Obligation is evidenced by a contract or contracts with the System with respect to safety employees of the City, as heretofore and hereafter amended from time to time (collectively, the "CalPERS Contract"); and

WHEREAS, a portion of the benefits under the CalPERS Contract reflect benefits given to City fire and police officers granted under a contract originally approved by the voters of the City in an election held on October 23, 1951; and

WHEREAS, since July 22, 1952 the City Council has generally annually set an *ad valorem* property tax rate for the purpose of providing revenue to pay all or a portion of the Pension Obligation of the City under the CalPERS Contract; and

WHEREAS, once the property tax rate is established for the fiscal year, the City reports the rate to the Ventura County Auditor-Controller to place the *ad valorem* property tax (the "Retirement Tax") on the property tax roll of the County; and

WHEREAS, the City is authorized pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California (the "Act") to issue bonds for the purpose of refunding any evidence of indebtedness of the City; and

WHEREAS, the City desires to issue one or more series of bonds (the “Pension Obligation Bonds”) for the purpose of refunding obligations under the CalPERS Contract and thereby providing funds to the System in payment of the Pension Obligation; and

WHEREAS, there is on file with the City Council the proposed form of Trust Agreement (the “Trust Agreement”) to be entered into between the City and a trustee to be named therein (the “Trustee”), relating to the Pension Obligation Bonds and Additional Bonds, including the form of bonds attached thereto as an exhibit;

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

Section 1. This City Council hereby finds and declares that the issuance of the Pension Obligation Bonds to refund Pension Obligations of the Safety and Miscellaneous Plans (ID 6606606569), and the other actions contemplated by this Resolution are in the best interests of the City.

Section 2. The Pension Obligation Bonds will be in substantially the form attached to the Trust Agreement, with such changes therein, deletions therefrom and additions thereto as the City Manager may approve in a form approved by the City Attorney, such approval to be conclusively evidenced by the execution and delivery of the Pension Obligation Bonds. The Pension Obligation Bonds will be issued as current interest fixed rate bonds and bear such series and subseries designations as necessary or convenient. The aggregate initial principal amount of the Pension Obligation Bonds may not exceed (i) the lesser of \$330,000,000 or (ii) the amount of the Pension Obligation (as confirmed by the System) remaining unpaid on the Safety and Miscellaneous Plans described above on the date of issuance of the Pension Obligation Bonds, plus an additional amount to pay costs of issuance of the Pension Obligation Bonds, original issue discount, if any, and underwriter’s discount on the Pension Obligation Bonds. The Underwriter’s discount, excluding original issue discount, may not exceed 0.75% of the aggregate principal amount of the initial series of Pension Obligation Bonds. The maximum true interest cost with respect to the Pension Obligation Bonds may not exceed 4.80% per annum. The Pension Obligation Bonds will mature not later than 30 years following their date of issuance.

Section 3. The Pension Obligation Bonds shall constitute an obligation imposed by law, pursuant to the Constitution and the laws of the State of California, including the Retirement Law. Payment of the principal of and interest on the Pension Obligation Bonds is not limited to any special source of funds and shall be payable from any legally available moneys or funds of the City, including, as applicable, revenues from the Retirement Tax. The Retirement Tax may only be applied to the Safety Police Plan and/or Safety Fire Plan.

Section 4. The proposed form of Trust Agreement, between the City and the Trustee, on file with the City Clerk, is approved. The Mayor, the City Manager, the Director of Finance and the City Clerk (each an “Authorized Representative”) are each hereby authorized and directed, severally, or any such officer’s designee, for and on behalf of the City, to execute and deliver the Trust Agreement, substantially in the form on file with the City Clerk, with such changes therein, deletions therefrom and additions thereto (including, without limitation, changes, deletions and additions as may be required by a municipal bond insurer, if any) as such

Authorized Representative approves, such approval to be conclusively evidenced by the execution and delivery of the Trust Agreement.

Section 5. If an Authorized Representative determines that it will be advantageous to the City to purchase municipal bond insurance or secure other credit or liquidity enhancement with respect to some or all of the Pension Obligation Bonds, such Authorized Representative or designee is authorized to do so upon determining that such purchase is in the best interest of the City.

Section 6. If an Authorized Representative determines that it will be advantageous to the City to privately place some or all of the Pension Obligation Bonds, such Authorized Representative or designee is authorized to do so upon determining that such placement is in the best interest of the City; provided, that the limitations set forth in Section 9 above are not exceeded.

Section 7. The Authorized Representatives of the City are, and each of them is, authorized and directed to do any and all things, including bringing a validation action under Section 860 *et seq.* of the California Code of Civil Procedure and to take any and all actions (including any required publications of summons or other notice) and execute and deliver any and all documents which they or any of them deem necessary or advisable to consummate the transactions contemplated by this Resolution and the Trust Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution and the Trust Agreement.

Section 8. Each Authorized Representative and all other officers of the City are authorized and directed, for and in the name and on behalf of the City to do any and all things and take any and all other actions, including to purchase municipal bond insurance/surety or secure other credit or liquidity enhancement with respect to some or all of the Pension Obligation Bonds, the publication of any notices necessary or desirable in connection with the sale of the Pension Obligation Bonds and execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments and other documents, which they, or any of them, deem necessary or advisable to consummate the issuance and sale of any series of Pension Obligation Bonds and otherwise the consummation of the transactions as described herein.

Section 9. All actions heretofore taken by any Authorized Representative or any officer, employee or agent of the City or any legal counsel to the City with respect to the issuance, delivery and sale of the Pension Obligation Bonds or in connection with or related to any of the agreements referred to herein, are hereby approved, confirmed and ratified.

Section 10. This Resolution may be executed with electronic signatures in accordance with Government Code of the State of California §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

Section 11. The Mayor, or presiding officer, is hereby authorized to affix their signature to this Resolution signifying its adoption by the City Council of the City of Oxnard, and the City Clerk, or their duly appointed deputy, is directed to attest thereto

Section 12. This Resolution becomes effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____ 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

TRUST AGREEMENT

between the

CITY OF OXNARD

and

[TRUSTEE],
as Trustee

Dated as of [As of Date]

[\$[Par Amount]
City of Oxnard
Taxable Pension Obligation Bonds,
Series 2022

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THIS **TRUST AGREEMENT** made and entered into as of [As of Date] (the “Trust Agreement”) by and between [TRUSTEE], a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as Trustee (the “Trustee”) and the CITY OF OXNARD (the “City”), a general law city duly organized and validly existing under the laws of the State of California.

W I T N E S S E T H:

WHEREAS, on October 23, 1951 the voters of the City approved a measure adopting Ordinance 422, directing the City to participate in the State of California retirement system, now known as the California Public Employees’ Retirement System (the “System”), making police officers and firefighters members of the System, and on January 23, 1952 the City Council of the City approved an agreement with the System; and

WHEREAS, the City is obligated by the Public Employees’ Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended (the “Retirement Law”), to make payments to the System relating to pension benefits accruing to the System’s members, including the City; and

WHEREAS, the City is obligated specifically to make certain payments to the System in respect of current and retired public safety employees under the pension programs of the System that amortize such obligations over a fixed period of time, including normal costs (collectively, the “Pension Obligation”); and

WHEREAS, the Pension Obligation is evidenced by a contract or contracts with the System with respect to public safety employees of the City, as heretofore and hereafter amended from time to time (collectively, the “CalPERS Contract”); and

WHEREAS, since July 22, 1952 the City Council has generally annually set an *ad valorem* property tax rate for the purpose of providing revenue to pay all or a portion of the Pension Obligation of the City under the CalPERS Contract; and

WHEREAS, once the property tax rate is established for the fiscal year, the City reports the rate to the Ventura County Auditor-Controller to place the *ad valorem* property tax (the “Retirement Tax”) on the property tax roll of the County; and

WHEREAS, the City is authorized pursuant to Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”) to issue bonds for the purpose of refunding any evidence of indebtedness of the City; and

WHEREAS, for the purpose of refunding the City’s obligations to the System evidenced by the CalPERS Contract and thereby providing funds to the System in payment of the Pension Obligation, the City has determined to issue its bonds in one or more series, including the City of Oxnard Taxable Pension Obligation Bonds, Series 2022 (the “Series 2022 Bonds”), all pursuant to and secured by this Trust Agreement providing for the issuance of the Series 2022 Bonds and, collectively with Additional Bonds (as defined herein), the “Bonds,” all in the manner provided herein; and

WHEREAS, to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof and interest thereon, the City has authorized the execution and delivery of this Trust Agreement; and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds, when executed by the City, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the City payable in accordance with their terms, and to constitute this Trust Agreement a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Trust Agreement have been in all respects duly authorized;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and the interest on all Bonds at any time issued and outstanding under this Trust Agreement, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the City does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Trust Agreement and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

“Act” means Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California.

“Additional Bonds” means all Bonds of the City authorized by and at any time Outstanding pursuant hereto and executed, issued and delivered in accordance with Article III.

“Aggregate Principal Amount” means, as of any date of calculation, the principal amount of the Bonds referred to.

“Authorized Denominations” means \$5,000 principal amount or any integral multiple thereof.

“Authorized Representative” means the Mayor (or in their absence, the Mayor Pro Tem), the City Manager and the Assistant City Manager of the City of Oxnard and their respective designees designated in writing to the Trustee.

“Beneficial Owner” means the beneficial owner of each such Bond, determined under the rules of DTC.

“Bond Fund” means the Bond Fund established in Section 4.01(a) of the Trust Agreement.

“Bonds” means the Series 2022 Bonds and all Additional Bonds.

“Business Day” means any day other than a Saturday or Sunday or day upon which the Trustee is authorized by law to remain closed.

“CalPERS Contract” means the contract(s) relating to the Safety Plan – Fire (ID 6606606569) and Safety Plan – Police (ID 6606606569), each between the City and the System, as heretofore and hereafter amended from time to time.

“Certificate of the City” means an instrument in writing signed by any one of the Authorized Representatives of the City or such officer’s designee, or by any other officer of the City duly authorized by the City Council of the City in writing to the Trustee for that purpose. If and to the extent required by the provisions of Section 11.07, each Certificate of the City shall include the statements provided for in Section 11.07.

“City” means the City of Oxnard, California.

“Closing Date” means _____, 2022, the date on which the Series 2022 Bonds are delivered to the original purchaser for the Series 2022 Bonds.

“Continuing Disclosure Agreement” means that certain Continuing Disclosure Agreement executed by the City in connection with the Series 2022 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Corporate Trust Office” means such corporate trust office of the Trustee as may be designated from time to time by written notice from the Trustee to the City, initially being in Los Angeles, California. The Trustee may designate in writing to the City and the Owner such other office or agency from time to time for purposes of registration, transfer, exchange, payment or redemption of Bonds.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City and related to the Bonds, including, but not limited to, costs of preparation and reproduction of documents, costs of rating agencies and costs to provide information required by rating agencies, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, fees and expenses of the Underwriter or placement agent, fees and charges for preparation, execution and safekeeping of the Bonds, premiums for bond insurance, if any, and any other cost, charge or fee in connection with the original execution and delivery of the Bonds.

“Costs of Issuance Fund” means the Costs of Issuance Fund established in Section 2.12(b) of this Trust Agreement.

“Defeasance Securities” means:

- (1) Cash; and
- (2) Obligations of or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States, including:
 - ☐ U.S. Treasury obligations
 - ☐ All direct or fully guaranteed obligations
 - ☐ Farmers Home Administration
 - ☐ General Services Administration
 - ☐ Guaranteed Title XI financing
 - ☐ Government National Mortgage Association (GNMA)
 - ☐ State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Bonds including any such successor appointed pursuant to Section 2.07 hereof.

“Fiscal Year” means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the City as its fiscal year in accordance with applicable law.

“Independent Certified Public Accountant” means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the City, and who, or each of whom --

(1) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the City;

(2) does not have a substantial financial interest, direct or indirect, in the operations of the City; and

(3) is not connected with the City as a member, officer or employee of the City, but who may be regularly retained to audit the accounting records of and make reports thereon to the City.

["Insurance Policy" means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2022 Bonds when due.]

["Insurer" means _____, or any successor thereto or assignee thereof.]

"Interest Account" means the account by that name established in Section 4.02 of this Trust Agreement.

"Interest Payment Date" means each [June 1 and December 1, commencing June 1, 20__.]

"MSRB" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

"Opinion of Counsel" means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 7.02) all Bonds except

(1) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Bonds paid or deemed to have been paid within the meaning of Section 9.01; and

(3) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the City pursuant hereto.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means any of the following to the extent permitted by the laws of the State:

(1) Defeasance Securities;

(2) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

☐ Export-Import Bank

☐ Rural Economic Community Development Administration

- ☐ U.S. Maritime Administration
- ☐ Small Business Administration
- ☐ U.S. Department of Housing & Urban Development (PHA's)
- ☐ Federal Housing Administration
- ☐ Federal Financing Bank;

(3) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- ☐ Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC)
- ☐ Obligations of the Resolution Funding Corporation (REFCORP)
- ☐ Senior debt obligations of the Federal Home Loan Bank System
- ☐ Senior debt obligations of other Government Sponsored Agencies approved by the Insurer;

(4) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks (including the Trustee and its affiliates) which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P Global Ratings and which mature not more than three hundred sixty (360) calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(5) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P Global Ratings and which matures not more than two hundred seventy (270) calendar days after the date of purchase;

(6) Investments in a money market fund rated at the time of purchase "AAAm" or "AAAm-G" or better by Standard & Poor's Ratings Services, including funds for which the Trustee or its affiliates receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise;

(7) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated at the time of purchase, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P Global Ratings or any successors thereto; or

(B) which are fully secured as to interest and principal and redemption premiums, if any, by an escrow consisting only of cash or obligations described in paragraph (2) of the definition of Defeasance Securities, which escrow may be applied only to the payment of such interest and principal and redemption premiums, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premiums, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(8) Municipal obligations rated at the time of purchase “Aaa/AAA” or general obligations of States with a rating of “A2/A” or higher by S&P Global Ratings; and

(9) The Local Agency Investment Fund (as that term is defined in Section 16429.1 of the Government Code of the State, as such Section may be amended or re-codified from time to time).

The value of the above investments shall be determined as follows:

(a) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value. The Trustee shall have no duty in connection with the determination of fair market value other than to follow: (i) its normal practices in the purchase, sale and determining the value of Permitted Investments; and (ii) the investment directions of the City. The Trustee may utilize and rely on computerized securities pricing services that may be available to it, including those available through its regular accounting system;

(b) As to certificates of deposit and bankers’ acceptances, the face amount thereof; and

(c) [As to any investment not specified above, the value thereof established by prior agreement among the City, the Trustee and, if applicable, the Insurer].

“Principal Account” means the account by that name established in Section 4.02 of this Trust Agreement.

“Person” means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Principal Amount” means as to any Bond, the principal amount thereof.

“Principal Payment Date” means each June 1, commencing June 1, 20__.

“Rating Agencies” means S&P Global Ratings or, if S&P Global Ratings no longer maintains a rating on the Bonds, any other nationally recognized bond rating agency then maintaining a rating on the Bonds, but, in each instance, only so long as S&P Global Ratings or other nationally recognized rating agency then maintains a rating on the Bonds.

“Record Date” means the close of business on the 15th day of the month preceding any Interest Payment Date, whether or not such day is a Business Day.

“Refunding Fund” means the fund by that name established in Section 2.12(a) of this Trust Agreement.

“Representation Letter” means the Letter of Representations from the City and the Trustee to DTC, or any successor securities depository for the Bonds.

“Retirement Law” means the Public Employees’ Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended.

“Retirement Tax” has the meaning ascribed to such term in the recitals.

“Retirement Tax Revenues” means all of the revenues received by or payable to the City from the Retirement Tax levied annually to pay for the Pension Obligation.

“Serial Bonds” means Bonds for which no sinking fund payments are provided.

“Series” means all of the Bonds designated as being within a certain series, regardless of variations in maturity date, interest rate, redemption and other provisions, and any Bonds thereafter issued in transfer or exchange for such Bonds pursuant to this Trust Agreement.

“Series 2022 Bonds” means the Bonds of the City of that Series designation authorized by and at any time Outstanding pursuant hereto and executed, issued and delivered in accordance with Section 2.02 hereof.

“State” means the State of California.

“Surplus Account” means the account by that name established in Section 4.02 of this Trust Agreement.

“Supplemental Trust Agreement” means any trust agreement then in full force and effect which has been duly executed and delivered by the City and the Trustee amendatory hereof or supplemental hereto; but only if and to the extent that such Supplemental Trust Agreement is specifically authorized hereunder.

“System” means the California Public Employees’ Retirement System.

“Term Bonds” means Bonds which are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

“Trust Agreement” means this Trust Agreement, dated as of [As of Date], between the City and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

“Trustee” means [TRUSTEE], or any other association or corporation which may at any time be substituted in its place as provided in Section 6.01.

“Underwriter” means _____.

“Written Request of the City” means an instrument in writing signed by any one of the Authorized Representatives of the City or such officer’s designee, or by any other officer of the City duly authorized by the City Council of the City in writing to the Trustee for that purpose.

Section 1.02. Trust Agreement Constitutes Contract. In consideration of the acceptance of the Bonds by the Owners thereof, the Trust Agreement shall be deemed to be and shall constitute a contract among the City, the Trustee and the Owners from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to provide for the payment of the interest on, principal of, and redemption premium (if any) on, all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the City shall be for the equal and proportionate benefit, protection and security of all Owners of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

ISSUANCE OF SERIES 2022 BONDS; GENERAL BOND PROVISIONS

Section 2.01. Authorization and Purpose of Series 2022 Bonds. The City has reviewed all proceedings heretofore taken relative to the authorization of the Series 2022 Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2022 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and that the City is now duly authorized, pursuant to each and every requirement of the Act, to issue the Series 2022 Bonds in the form and manner and for the purpose provided herein and that the Series 2022 Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

The obligations of the City under the Bonds, including the obligation to make all payments of interest and principal when due, are obligations of the City imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. Neither the Bonds nor the obligation of the City to make payments on the Bonds constitute an indebtedness of the City, the State of California, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2.02. Terms of the Series 2022 Bonds; General Bond Provisions. The Series 2022 Bonds shall be designated “City of Oxnard Taxable Pension Obligation Bonds, Series 2022” and shall be in the aggregate principal amount of \$[Par Amount]. The Series 2022 Bonds shall be dated the date of original delivery, shall be issued only in fully registered form in denominations of five thousand dollars (\$5,000) or any integral multiple of five thousand dollars (\$5,000) (not exceeding the principal amount of Series 2022 Bonds maturing at any one time), and shall mature on the dates and in the principal amounts and bear interest at the rates as set forth in the following table:

Payment Date <u>(June 1)</u>	Principal <u>Amount</u>	Rate of <u>Interest</u>
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The Series 2022 Bonds shall bear interest at the rates (based on a 360-day year of twelve 30-day months) set forth above, payable on the Interest Payment Dates for the Series 2022 Bonds. The Series 2022 Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication is an Interest Payment Date or during the period from the sixteenth day of the month preceding an Interest Payment Date to such Interest Payment Date, in which event they shall bear interest from such Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event they shall bear interest from their dated date; provided, however, that if at the time of authentication of any Series 2022 Bond interest is then in default on the Outstanding Series 2022 Bonds, such Series 2022 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Series 2022 Bonds. Payment of interest on the Series 2022 Bonds due on or before the maturity or prior redemption thereof shall be made to the person whose name appears in the Series 2022 Bonds registration books kept by the Trustee pursuant to Section 2.08 as the registered owner thereof as of the close of business on the Record Date for an Interest Payment Date, whether or not such day is a Business Day, such interest to be paid by check mailed on the Interest Payment Date by first-class mail to such registered owner at the address as it appears in such books; provided that upon the written request of an Owner of \$1,000,000 or more in aggregate principal amount of Bonds received by the Trustee prior to the applicable Record Date, interest shall be paid by wire transfer in immediately available funds. Any such written request shall remain in effect until rescinded in writing by the Owner.

The principal of the Series 2022 Bonds shall be payable in lawful money of the United States of America at the Corporate Trust Office of the Trustee. Payment of the principal of the Series 2022 Bonds shall be made upon the surrender thereof at maturity or on redemption prior to maturity at the Corporate Trust Office of the Trustee.

Section 2.03. Redemption of Series 2022 Bonds.

(a) Optional Redemption. The Series 2022 Bonds maturing on or before June 1, 20__ shall not be subject to optional redemption prior to maturity. The Series 2022 Bonds maturing on or after June 1, 20__ shall be subject to redemption prior to their maturity date, at the option of the City, pro rata within a maturity on any date on or after June 1, 20__, at a redemption price equal to the principal amount of the Series 2022 Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium. In the event of a redemption pursuant to this Section 2.03(a) and (c), the City shall provide the Trustee with a revised sinking fund schedule, described below, giving effect to the redemption so completed.

(b) Mandatory Sinking Fund Redemption. The Series 2022 Term Bonds maturing on June 1, 20__, are subject to mandatory sinking fund redemption on June 1 in each year, commencing June 1, 20__, at a redemption price equal to the principal amount thereof to be redeemed, without premium, plus accrued interest to the date of redemption, in the aggregate principal amounts and on June 1 in the years set forth in the following table:

Redemption Date (June 1)	Principal Amount
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* Maturity Date

The Series 2022 Term Bonds maturing on June 1, 20__, are subject to mandatory sinking fund redemption on June 1 in each year, commencing June 1, 20__, at a redemption price equal to the principal amount thereof to be redeemed, without premium, plus accrued interest to the date of redemption, in the aggregate principal amounts and on June 1 in the years set forth in the following table:

Redemption Date (June 1)	Principal Amount
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* Maturity Date

(c) Make-Whole Optional Redemption. [From the date of issuance, the Series 2022 Bonds maturing on June 1, _____ and June 1, _____ (together, the “Make-Whole Bonds”) are subject to redemption prior to their stated maturity, at the option of the City, from lawfully available funds, as a whole or in part (by pro rata pass-through distribution of principal within a maturity as described below), on any date, at a redemption price equal to the greater of:

(1) 100% of the principal amount of such Make-Whole Bonds to be redeemed; or

(2) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Make-Whole Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Make-Whole Bonds are to be redeemed, discounted to the date on which such Make-Whole Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus __ basis points, date.

plus, in each case, accrued interest on such Make-Whole Bonds to be redeemed to the redemption date. The Make-Whole Bonds maturing on June 1, 20__ and June 1, 20__ are also subject to the optional redemption set forth in Section 2.03(a) above on or after June 1, 20__.

“Treasury Rate” as such term is used above means, with respect to any redemption date for a particular Series 2022 Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Series 2022 Bond to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

At the request of the City in a Written Request of the City to the Trustee, the redemption price of the Make-Whole Bonds to be redeemed at the option of the City will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the City, at the City’s expense to calculate such redemption price. The City and the Trustee may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.]

(e) Selection of Bonds for Redemption. If less than all of the outstanding Bonds are to be redeemed prior to maturity, redemption payments will be made on a pro rata basis within a maturity to each Owner in whose name such Bonds are registered at the close of business on the 15th day of the calendar month immediately preceding the redemption date. So long as the Bonds are held in book-entry form, Bonds equal to \$5,000 or any integral multiple thereof will be redeemed within a maturity on a pro rata pass-through distribution of principal basis in accordance with DTC procedures; and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, the portions of the Bonds will be selected for redemption, in accordance with DTC procedures, by lot.

It is the City's intent that the redemption allocations described in this Trust Agreement with respect to the Bonds within a maturity be made on a pro rata pass-through distribution of principal basis. However, the City can provide no assurance that DTC, the Participants or any other intermediaries will allocate redemptions among Beneficial Owners on such basis.

"Pro rata" means, in connection with any optional redemption in part, with respect to the allocation of amounts to be redeemed, the application to such amounts of a fraction, the numerator of which is equal to the amount of the specific maturity of the Bonds held by an Owner of such Bonds, and the denominator of which is equal to the total amount of such maturity of Bonds, then Outstanding.

(d) Notice of Redemption. If the City elects to redeem Bonds as provided above, the City shall, at least 45 days (or such lesser number of days acceptable to the Trustee) prior to the redemption date, give written notice to the Trustee of its election to so redeem, the redemption date and the principal amount of the Bonds to be redeemed among maturities. Notice of redemption shall be mailed by first class mail or electronically transmitted by the Trustee, on behalf and at the expense of the City, not less than 20 nor more than 60 days prior to the redemption date to the respective Owners of Bonds designated for redemption at their addresses appearing on the bond registration books of the Trustee. The Trustee shall also provide such additional notice of redemption of Bonds at the time and as may be required by the MSRB.

Each notice of redemption shall state the date of such notice, the Bonds to be redeemed, the Series and date of issue of such Bonds, the redemption date, the redemption price, the place or places of redemption (including the name and appropriate address or addresses), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity are to be redeemed, the distinctive certificate numbers of the Bonds of such maturity to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed.

Each notice of optional redemption shall also state that such optional redemption may be rescinded by the City and that, unless such redemption is so rescinded, and provided that on said date funds are available for payment in full of the Bonds then called for redemption, on said date there will become due and payable on each of such Bonds the redemption price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice.

Failure by the Trustee to give notice pursuant to this Section 2.03 to any one or more of the Information Services or Securities Depositories, or the insufficiency of any such notice shall not affect the sufficiency of the proceedings for redemption. The failure of any Owner to receive any redemption notice mailed to such Owner and any defect in the notice so mailed shall not affect the sufficiency of the proceedings for redemption.

The City shall have the right to rescind any optional redemption by providing the Trustee with written notice of such rescission at least two Business Day prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds

are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Section 2.04. Form of Bonds. The Bonds and the authentication endorsement and assignment to appear thereon shall be substantially in the form set forth in Exhibit A.

Section 2.05. Execution of Bonds. The Mayor (or in his absence, the Mayor Pro Tem) is hereby authorized and directed to execute each of the Bonds on behalf of the City, and the City Clerk of the City is hereby authorized and directed to countersign each of the Bonds on behalf of the City. The signature of the Mayor (or in his absence, the Mayor Pro Tem) and the City Clerk may be by printed or otherwise reproduced by electronic reproduction. In case any officer whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds to the purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery of the Bonds. Only those Bonds bearing thereon a certificate of authentication in the form provided for herein, executed manually or electronically and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authorized, executed, issued and delivered hereunder and are entitled to the benefit, protection and security hereof.

Section 2.06. Transfer and Payment of Bonds. Any Bond may, in accordance with its terms, be transferred in the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bonds for cancellation at the Corporate Trustee Office of the Trustee, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of the same series and maturity for a like aggregate principal amount. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the City. The Trustee shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer as a condition precedent to the exercise of such privilege. Prior to any transfer of the Bonds outside the book-entry system, (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

The City and the Trustee may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment thereof and for all other purposes, whether such Bonds shall be overdue or not, and neither the City nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on, principal of, and redemption premium (if any) on, such Bonds shall be made only to such registered

owner, which payments shall be valid and effectual to satisfy and discharge liability on such Bonds to the extent of the sum or sums so paid.

The Trustee shall not be required to register the transfer of or exchange any Bond which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Bond selected for redemption in whole or in part as provided in Section 2.03.

Section 2.07. Book-Entry Bonds. Notwithstanding any provision of this Trust Agreement to the contrary, the transfer provisions of Section 2.06 hereof do not apply if the ownership of the Bonds is in book-entry form.

(a) Except as provided in subparagraph (d) of this Section 2.07, the registered Owner of all of the Bonds shall be DTC, and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Notwithstanding anything to the contrary contained in this Trust Agreement, payment of interest with respect to any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of same-day funds to the account of Cede & Co. on the Interest Payment Date for the Bonds at the address indicated on the Record Date or special record date for Cede & Co. in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof or as otherwise provided in the Representation Letter.

(b) The Bonds shall be initially executed and delivered in the form of separate single fully registered Bonds in the amount of each separate stated maturity of the Bonds. Upon initial execution and delivery, the ownership of such Bonds shall be registered in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof in the name of Cede & Co., as nominee of DTC. The Trustee and the City shall treat DTC (or its nominee) as the sole and exclusive Owner of the Bonds registered in its name for the purposes of payment of the principal, premium, if any, or interest with respect to the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Owners under this Trust Agreement, registering the transfer of Bonds, obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever, and neither the Trustee nor the City shall be affected by any notice to the contrary. Neither the Trustee nor the City shall have any responsibility or obligation to any person claiming a beneficial ownership interest in the Bonds under or through DTC, or any other person which is not shown on the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof as being an Owner, with respect to (i) the accuracy of any records maintained by DTC; (ii) the payment by DTC of any amount of the principal, premium, if any, or interest on the Bonds; (iii) any notice which is permitted or required to be given to Owners under this Trust Agreement or the selection by DTC of any person to receive payment in the event of a partial redemption of the Bonds; or (iv) any consent given or other action taken by DTC as Owner. The Trustee shall pay all principal, premium, if any, and interest on the Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except under the conditions of (d) below, no person other than DTC shall receive an executed Bond representing the right to receive principal, premium, if any and interest pursuant to this Trust Agreement. Upon delivery by DTC to the Trustee of written notice to the

effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the term “Cede & Co.” in this Trust Agreement shall refer to such new nominee of DTC.

(c) To qualify the Bonds for DTC’s book-entry system, the City and the Trustee (if required) will execute, countersign and deliver to DTC the Representation Letter. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section 2.07 or in any other way impose upon the Trustee or the City any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown on the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof.

(d) If (i) DTC, including any successor as securities depository for the Bonds, determines not to continue to act as securities depository for the Bonds, or (ii) the City determines that the incumbent securities depository shall no longer so act and delivers a written certificate to the Trustee to that effect, then the City will discontinue the book-entry system with the incumbent securities depository for the Bonds. If the City determines to replace the incumbent securities depository for the Bonds with another qualified securities depository, the City shall prepare or direct the preparation of a new single, separate fully registered Bond for the aggregate outstanding principal amount of Bonds of each maturity, registered in the name of such successor or substitute qualified securities depository, or its nominee, or make such other arrangement acceptable to the City, the Trustee and the successor securities depository for the Bonds as are not inconsistent with the terms of this Trust Agreement. If the City fails to identify another qualified successor securities depository for the Bonds to replace the incumbent securities depository, then the Bonds shall no longer be restricted to being registered in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof in the name of the incumbent securities depository or its nominee, but shall be registered in whatever name or names the incumbent securities depository for the Bonds, or its nominee, shall designate. In such event the City shall execute and deliver a sufficient quantity of Bonds as to carry out the transfers and exchanges provided in this Section and Sections 2.06 and 2.10 hereof. All such Bonds shall be in fully registered form in denominations authorized by this Trust Agreement.

(e) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as any Bond is registered in the name of DTC, or its nominee, all payments with respect to the principal, premium, if any, and interest on such Bond and all notices with respect to such Bonds shall be made and given, respectively, as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to Owners pursuant to this Trust Agreement by the City or the Trustee with respect to any consent or other action to be taken by Owner, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

Section 2.08. Exchange of Bonds. Bonds may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of the same series and maturity of other Authorized Denominations. The cost of printing Bonds and any services

rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the City. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege. The Trustee shall not be required to exchange any Bond which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Bond selected for redemption in whole or in part as provided in Section 2.03.

Section 2.09. Bond Registration Books. The Trustee will keep at its Corporate Trust Office sufficient books for the registration and transfer of the Bonds which shall during normal business hours be open to inspection by the City, and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the Bonds in such books as hereinabove provided.

Section 2.10. Mutilated, Destroyed, Stolen or Lost Bonds. If any Bond shall become mutilated the Trustee at the expense of the Owner shall thereupon authenticate and deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner, shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Trustee may require payment of a reasonable sum for each new Bond issued under this Section and of the expenses which may be incurred by the City and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Bonds of the same series secured by this Trust Agreement. Neither the City nor the Trustee shall be required to treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement Bond shall be treated as one and the same.

Section 2.11. Temporary Bonds. The Bonds issued under this Trust Agreement may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed or typewritten, shall be of such denominations as may be determined by the City, shall be in fully registered form and may contain such reference to any of the provisions of this Trust Agreement as may be appropriate. Every temporary Bond shall be executed and authenticated as authorized by the City, in accordance with the terms of the Act. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Corporate Trust Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of Authorized Denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Trust Agreement as definitive Bonds delivered hereunder.

Section 2.12. Procedure for the Issuance of Series 2022 Bonds; Application of Bond Proceeds. At any time after the sale of the Series 2022 Bonds in accordance with the Act, the City shall execute the Series 2022 Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon the Series 2022 Bonds shall be authenticated and delivered by the Trustee to the Underwriter of the Series 2022 Bonds upon the Certificate of the City. The net proceeds of the Series 2022 Bonds in the amount of \$_____ shall be applied to pay certain obligations of the City to the System pursuant to the Retirement Law and to pay Costs of Issuance as follows:

(a) The Trustee shall deposit \$_____ of proceeds of the Series 2022 Bonds in a Refunding Fund, which the Trustee shall establish for the purpose of receiving such deposit. On the Closing Date for such Series 2022 Bonds, the Trustee shall promptly transfer all amounts in the Refunding Fund to the System pursuant to written instructions from an Authorized Representative.

(b) The Trustee shall deposit \$_____ in the Costs of Issuance Fund, which fund the City hereby agrees to maintain with the Trustee. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay or reimburse the Costs of Issuance of the Series 2022 Bonds upon receipt of a Written Request of the City filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, instructions for making the payment, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Request of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date which is six months following the Closing Date for the Series 2022 Bonds or upon the earlier Written Request of the City, any remaining balance in the Costs of Issuance Fund shall be transferred to the Interest Account.

Upon receipt of the purchase price of Additional Bonds, if any, the Trustee shall set aside and deposit the proceeds received from such sale as set forth in the Supplemental Trust Agreement authorizing such Additional Bonds, which proceeds may be deposited in the following respective accounts or funds:

(i) The Trustee shall deposit the amount, if any, set forth in the Supplemental Trust Agreement authorizing such Additional Bonds in the respective Refunding Fund. On the Closing Date for such Bonds, the Trustee shall promptly transfer all amounts in the respective Refunding Fund to the System or to refund Bonds, as set forth in the Supplemental Trust Agreement authorizing such Additional Bonds.

(ii) The Trustee shall deposit the amount, if any, set forth in the Supplemental Trust Agreement authorizing such Additional Bonds in the respective Costs of Issuance Fund, which fund the City hereby agrees to maintain with the Trustee. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay or reimburse the respective Costs of Issuance of the Additional Bonds upon receipt of a Written Request of the City filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, instructions for making the payment, the purpose for which the obligation was

incurred and that such payment is a proper charge against said fund. Each such Written Request of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date which is six months following the Closing Date for the Additional Bonds or upon the earlier Written Request of the City, any remaining balance in the respective Costs of Issuance Fund shall be transferred to the Interest Account.

(iii) The Trustee shall deposit the amounts set forth in the Supplemental Trust Agreement authorizing such Additional Bonds as necessary for the payment of principal of and interest on such Additional Bonds. Notwithstanding Section 4.02 hereof, the Supplemental Trust Agreement for such Additional Bonds shall establish separate accounts for the payment of principal and interest on such Additional Bonds.

Section 2.13. Validity of Bonds. The recital contained in the Bonds that the same are issued pursuant to the Act and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their issuance, and all Bonds shall be incontestable from and after their issuance. The Bonds shall be deemed to be issued, within the meaning hereof, whenever the definitive Bonds (or any temporary Bonds exchangeable therefor) shall have been delivered to the purchaser thereof and the proceeds of sale thereof received.

ARTICLE III

ISSUANCE OF ADDITIONAL BONDS

Section 3.01. Conditions for the Issuance of Additional Bonds. The City may at any time issue Additional Bonds hereunder, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(a) The City shall be in compliance with all agreements and covenants contained herein.

(b) The issuance of such Additional Bonds shall have been authorized pursuant to the Act and shall have been provided for by a Supplemental Trust Agreement which shall specify the following:

(1) The purpose for which such Additional Bonds are to be issued; provided, that such Additional Bonds shall be applied solely for (i) the purpose of satisfying any obligation to make payments to the System pursuant to the Retirement Law relating to pension benefits accruing to the System's members, and/or for payment of all costs incidental to or connected with the issuance of Additional Bonds for such purpose, and/or (ii) the purpose of refunding any Bonds then Outstanding, including payment of all costs incidental to or connected with such refunding;

(2) The authorized principal amount and designation of such Additional Bonds;

(3) The date and the maturity dates of and the sinking fund payment dates, if any, for such Additional Bonds;

- (4) The interest payment dates for such Additional Bonds;
- (5) The denomination or denominations of and method of numbering such Additional Bonds;
- (6) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;
- (7) The amount, if any, to be deposited from the proceeds of sale of such Additional Bonds in the Interest Account hereinafter referred to;
- (8) Whether such Additional Bonds will or will not be secured by the Retirement Tax Revenues on a parity with any Outstanding Bonds so secured; and
- (9) Such other provisions (including the requirements of a book-entry Bond registration system, if any) as are necessary or appropriate and not inconsistent herewith.

Section 3.02. Procedure for the Issuance of Additional Bonds. At any time after the sale of any Additional Bonds in accordance with the Act, the City shall execute such Additional Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon such Additional Bonds shall be delivered by the Trustee to the purchaser thereof upon the Written Request of the City, but only upon receipt by the Trustee of the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Trustee:

- (a) An executed copy of the Supplemental Trust Agreement authorizing the issuance of such Additional Bonds;
- (b) A Written Request of the City as to the delivery of such Additional Bonds;
- (c) An Opinion of Counsel to the effect that (1) the City has executed and delivered the Supplemental Trust Agreement, and the Supplemental Trust Agreement is valid and binding upon the City and (2) such Additional Bonds are valid and binding obligations of the City;
- (d) A Certificate of the City stating that all requirements of Article III have been complied with and containing any other such statements as may be reasonably necessary to show compliance with the conditions for the issuance of such Additional Bonds contained herein;
- (e) A Certificate of the City (which may be included in the Certificate required under Section 3.02(d)) if the Additional Bonds will be secured by the Retirement Tax Revenues stating that for the Fiscal Year preceding the issuance of such Additional Bonds, Retirement Tax Revenues (assuming the Retirement Tax is levied at the maximum rate permitted under applicable law) would have been at least 1.20 times maximum annual debt service on the Outstanding Bonds and the Additional Bonds proposed to be issued secured by the Retirement Tax Revenues; and
- (f) Such further documents, money or securities as are required by the provisions of the Supplemental Trust Agreement providing for the issuance of such Additional Bonds.

ARTICLE IV

SECURITY FOR THE BONDS; FUNDS AND ACCOUNTS

Section 4.01. Assignment and Pledge for the Bonds; Bond Fund; Deposits to Bond Fund.

(a) There is hereby created a special trust fund designated as the “Bond Fund” that shall be held and administered by the Trustee as provided in this Trust Agreement. The Bonds and any Additional Bonds shall be payable by the City from any source of legally available funds. The City hereby irrevocably assigns and pledges to the Trustee, in trust for the security of the Owners on the terms hereof all of the City’s rights, title and interest in and to all money and securities for deposit in, or deposited in, the Bond Fund and any investment earnings thereon, and any collateral security for, and all proceeds of, any of the foregoing. The City shall, and hereby covenants to, take all action to levy, or cause to be levied, the Retirement Tax in accordance with applicable law, including the Constitution of the State, in an amount sufficient to pay debt service on all Outstanding Bonds that are secured by Retirement Tax Revenues, subject to the maximum tax rate imposed on the Retirement Tax by Section 96.31 of the Revenue and Taxation Code of the State of California. The City hereby irrevocably assigns and pledges to the Trustee the Retirement Tax Revenues in trust for the security of the Owners of the Series 2022 Bonds.

(b) The Trustee shall hold all the rights, title and interest received under this Section 4.01 and all money and securities (exclusive of money to which the Trustee is entitled in its own right as fees, indemnity, reimbursement or otherwise) received from the City or derived from the exercise of the City’s powers hereunder in trust for the security of the Owners in accordance with the provisions hereof. The City shall from time to time execute, deliver, file and record such instruments as the Trustee may reasonably require to confirm, perfect or maintain the security created hereby and the assignment and pledge hereby of the rights, title and interest assigned and pledged by the City to the Trustee hereunder.

(c) The City shall promptly deposit or cause to be deposited with the Trustee on or before each Record Date an amount sufficient to pay the principal of, if any, and interest coming due on the next Interest Payment Date, including as applicable from Retirement Tax Revenues.

Section 4.02. Allocation of Moneys in Bond Fund. On or before each Interest Payment Date or date fixed for redemption of Bonds, the Trustee shall transfer from the Bond Fund, in immediately available funds, for deposit into the following respective accounts (each of which is hereby created and which the Trustee shall maintain in trust separate and distinct from the other funds and accounts established hereunder), the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of funds sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any account subsequent in priority:

(a) Interest Account,

- (b) Principal Account, and
- (c) Surplus Account.

All money in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this Section 4.02.

(a) Interest Account. On each Interest Payment Date, the Trustee shall set aside from the Bond Fund and deposit in the Interest Account that amount of money which is equal to the amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date. No deposit need be made in the Interest Account if the amount contained therein is at least equal to the aggregate amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date. All money in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

(b) Principal Account. On or before each Principal Payment Date, the Trustee shall set aside from the Bond Fund and deposit in the Principal Account an amount of money equal to the amount of all sinking fund payments required to be made on such Principal Payment Date into the respective sinking fund accounts for all Outstanding Term Bonds and the principal amount of all Outstanding Serial Bonds maturing on such Principal Payment Date. No deposit need be made in the Principal Account if the amount contained therein is at least equal to the aggregate amount of the principal of all Outstanding Serial Bonds maturing by their terms on such Principal Payment Date plus the aggregate amount of all sinking fund payments required to be made on such Principal Payment Date for all Outstanding Term Bonds.

The Trustee shall establish and maintain within the Principal Account a separate subaccount for the Term Bonds of each series and maturity, designated as the "Sinking Account" (the "Sinking Account"), inserting therein the series and maturity (if more than one such account is established for such series) designation of such Bonds. With respect to each Sinking Account, on each mandatory sinking account payment date established for such Sinking Account, the Trustee shall apply the mandatory sinking account payment required on that date to the redemption (or payment at maturity, as the case may be) of Term Bonds of the series and maturity for which such Sinking Account was established, upon the notice and in the manner provided in Article II; provided that, at any time prior to giving such notice of such redemption, the Trustee may upon the Written Request of the City, apply moneys in such Sinking Account to the purchase for cancellation of Term Bonds of such series and maturity at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account), as may be directed by the City, except that the purchase price (excluding accrued interest) shall not exceed the redemption price that would be payable for such Bonds upon redemption by application of such Mandatory Sinking Account Payment. If, during the twelve-month period immediately preceding said mandatory sinking account payment date, the Trustee has purchased Term Bonds of such series and maturity with moneys in such Sinking Account, such Bonds so purchased shall be applied, to the extent of the full principal amount thereof, as applicable, to reduce such mandatory sinking account payment.

All money in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds, as applicable, as they shall become due and payable, whether at maturity or redemption, except that any money in any sinking fund account shall be used and withdrawn by the Trustee only to purchase or to redeem or to pay Term Bonds for which such Sinking Account was created.

(c) Surplus Account. On the Business Day following the last Interest Payment Date of each Fiscal Year, or on such other date as provided in a Supplemental Trust Agreement, any moneys remaining in the Bond Fund shall be deposited by the Trustee in the Surplus Account. So long as no event of default has occurred and is continuing, moneys deposited in the Surplus Account shall be transferred by the Trustee to or upon the order of the City, as specified in a Written Request of the City.

Section 4.03. Deposit and Investments of Money in Accounts and Funds. All money held by the Trustee in any of the accounts or funds established pursuant hereto shall be invested in Permitted Investments at the Written Request of the City filed with the Trustee at least two Business Days in advance of the making of such investment. If no Written Request of the City is received, the Trustee shall hold such funds uninvested. Such investments shall, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder. All interest, profits and other income received from any money so invested shall be deposited in the Bond Fund. The Trustee shall have no liability or responsibility for any loss resulting from any investment made or sold in accordance with the provisions of this Article IV, except for any loss due to the negligence or willful misconduct of the Trustee. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charge therefor. The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City agrees it will not receive such confirmations from the Trustee to the extent permitted by law. The Trustee will furnish the City periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

ARTICLE V

COVENANTS OF THE CITY

Section 5.01. Punctual Payment and Performance; Budget and Appropriation. The City will punctually pay the interest on and the principal of and redemption premiums, if any, to become due on every Bond issued hereunder in strict conformity with the terms hereof and of the Bonds, and will faithfully observe and perform all the agreements and covenants to be observed or performed by the City contained herein and in the Bonds. In furtherance of this covenant, the City shall in each Fiscal Year include in its budget a provision to provide funds in an amount sufficient to pay the principal, premium, if any, and interest on the Bonds coming due in such Fiscal Year, but only to the extent that such amounts exceed the amount of available funds then on deposit in the Bond Fund, and shall make annual appropriations for all such amounts. If such principal, premium, if any, and interest on the Bonds coming due in any Fiscal Year exceeds the sum of amounts budgeted in respect thereof, together with amounts then on deposit in the Bond Fund, then the City shall amend or supplement the budget to provide for such excess amounts.

The covenants contained in this Section shall be deemed to be and shall be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Trust Agreement agreed to be carried out and performed by the City.

Section 5.02. Extension of Payment of Bonds. The City shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Trust Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section 5.02 shall be deemed to limit the right of the City to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 5.03. No Senior Indebtedness Secured by Retirement Tax Revenues. No Additional Bonds or other indebtedness that is payable from or secured by Retirement Tax Revenues in whole or in part will be issued or incurred by the City on a basis senior to the Bonds, including any Additional Bonds.

Section 5.04. Additional Debt. The City expressly reserves the right to enter into one or more other agreements or indentures for any of its purposes, and reserves the right to issue other obligations for such purposes, subject to Section 5.03 hereof.

Section 5.05. Power to Issue Bonds. The City is duly authorized pursuant to law to issue the Bonds and to enter into this Trust Agreement. The Bonds and the provisions of this Trust Agreement are the legal, valid and binding obligations of the City in accordance with their terms. The Bonds and any Additional Bonds shall constitute obligations imposed by law.

Section 5.06. Accounting Records and Reports. The City will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of moneys on deposit in the funds and accounts established hereunder.

Section 5.07. Prosecution and Defense of Suits. The City will defend against every suit, action or proceeding at any time brought against the Trustee upon any claim to the extent involving the failure of the City to fulfill its obligations hereunder; provided that the Trustee or any affected Owner at its election may appear in and defend any such suit, action or proceeding. The City, to the extent permitted by law, will indemnify and hold harmless the Trustee against any and all liability claimed or asserted by any person to the extent arising out of such failure by the City, and will indemnify and hold harmless the Trustee against any attorney's fees or other expenses which it may incur in connection with any litigation to which it may become a party by reason of its actions hereunder, except for any loss, cost, damage or expense resulting from the negligence, willful misconduct or breach of duty by the Trustee. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect even though all Bonds

secured hereby may have been fully paid and satisfied or the resignation or removal of the Trustee.

Section 5.08. Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee or any Owner, the City will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

Section 5.09. Waiver of Laws. The City shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Trust Agreement or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the City to the extent permitted by law.

Section 5.10. Compliance with Continuing Disclosure Agreement. The City has undertaken responsibility for compliance with continuing disclosure requirements with respect to S.E.C. Rule 15c2-12. Notwithstanding any other provision of this Trust Agreement, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may or the Owners of at least 25% aggregate principal amount in Outstanding Bonds, and upon receipt of indemnification satisfactory to it, shall) or any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

ARTICLE VI

THE TRUSTEE

Section 6.01. The Trustee. [TRUSTEE], shall serve as the Trustee for the Bonds for the purpose of receiving all money which the City is required to deposit with the Trustee hereunder and for the purpose of allocating, applying and using such money as provided herein and for the purpose of paying the interest on and principal of and redemption premiums, if any, on the Bonds presented for payment at the Corporate Trust Office of the Trustee with the rights and obligations provided herein. The City agrees that it will at all times maintain a Trustee having a corporate trust office in Los Angeles or San Francisco, California.

The City may at any time, unless there exists any event of default as defined in Section 8.01, with 30 days prior notice remove the Trustee initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided, that any such successor shall be a bank or trust company doing business or national banking association and having a corporate trust office in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital) and surplus of at least seventy-five million dollars (\$75,000,000) and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least

annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee may at any time resign by giving written notice of such resignation to the City and by mailing to the Owners notice of such resignation. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing. Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If, within thirty (30) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Trustee having the qualifications required hereby.

The Trustee is hereby authorized to pay or redeem the Bonds when duly presented for payment at maturity or on redemption prior to maturity. The Trustee shall cancel all Bonds upon payment thereof or upon the surrender thereof by the City and shall destroy such Bonds and a certificate of destruction shall be delivered to the City. The Trustee shall keep accurate records of all Bonds paid and discharged and cancelled by it.

The Trustee shall, prior to an event of default, and after the curing of all events of default that may have occurred, perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement. The Trustee shall, during the existence of any event of default (that has not been cured), exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

Section 6.02. Liability of Trustee. The recitals of facts, agreements and covenants herein and in the Bonds shall be taken as recitals of facts, agreements and covenants of the City, and the Trustee assumes no responsibility for the correctness of the same or makes any representation as to the sufficiency or validity hereof or of the Bonds, or shall incur any responsibility in respect thereof other than in connection with the rights or obligations assigned to or imposed upon it herein, in the Bonds or in law or equity. The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and such Owner's title thereto satisfactorily established, if disputed.

The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in Aggregate Principal Amount of the Bonds at the time Outstanding, relating to the time, method

and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Trust Agreement.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request, order or direction of any of the Owners pursuant to the provisions of this Trust Agreement unless such Owners shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby. The Trustee has no obligation or liability to the Owners for the payment of interest on, principal of or redemption premium, if any, with respect to the Bonds from its own funds; but rather the Trustee's obligations shall be limited to the performance of its duties hereunder.

The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of a default or event of default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it.

The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through attorneys-in-fact, agents or receivers, shall not be answerable for the negligence or misconduct or any such attorney-in-fact, agent or receiver appointed by it in accordance with the standards specified above. The Trustee shall be entitled to advice of counsel and other professionals concerning all matters of trust and its duty hereunder, but the Trustee shall not be answerable for the professional malpractice of any attorney or certified public accountant in connection with the rendering of his professional advice in accordance with the terms of this Trust Agreement, if such attorney or certified public accountant was selected by the Trustee with due care.

Whether or not therein expressly so provided, every provision of this Trust Agreement, or related documents relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article.

The Trustee shall be protected in acting upon any notice, resolution, requisition, request (including any Written Request of the City), consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Trustee shall have no responsibility, opinion, or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

All immunities, indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, employees, officers and agents thereof.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in Section 6.01, shall be the successor to the Trustee hereunder and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor hereunder, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 6.03. Compensation and Indemnification of Trustee. The City covenants to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the City will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Trust Agreement (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence, default or willful misconduct, including the negligence or willful misconduct of any of its officers, directors, agents or employees. The City, to the extent permitted by law, shall indemnify, defend and hold harmless the Trustee against any loss, damages, liability or expense including legal fees and expenses incurred without negligence, willful misconduct or bad faith on the part of the Trustee, (i) arising out of or in connection with the acceptance or administration of the trusts created hereby or the exercise or performance of any of its powers or duties hereunder, and (ii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Bonds, including costs and expenses (including attorneys' fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the City under this Section shall survive the discharge of the Bonds and this Trust Agreement and the resignation or removal of the Trustee.

ARTICLE VII

AMENDMENT OF THE TRUST AGREEMENT; SUPPLEMENTAL TRUST AGREEMENT

Section 7.01. Amendment of the Trust Agreement.

(a) This Trust Agreement and the rights and obligations of the City and of the Owners may be amended at any time by a Supplemental Trust Agreement which shall become binding when the written consents of the Owners of a majority in Aggregate Principal Amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 7.02, are filed with the Trustee. No such amendment shall (1) extend the maturity of or reduce the interest

rate on or amount of interest on or principal of or redemption premium, if any, or extend the time of payment on any Bond without the express written consent of the Owner of such Bond, or (2) reduce the percentage of Bonds required for the written consent to any such amendment.

(b) This Trust Agreement and the rights and obligations of the City and of the Owners may also be amended at any time by a Supplemental Trust Agreement which shall become binding upon adoption without the consent of, or notice to, any of the Owners for any one or more of the following purposes:

(i) to add to the agreements and covenants required herein to be performed by the City other agreements and covenants thereafter to be performed by the City, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power reserved herein to or conferred herein on the City;

(ii) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein and in any Supplemental Trust Agreement or in regard to questions arising hereunder which the City may deem desirable or necessary and not inconsistent herewith;

(iii) to provide for the issuance of any Additional Bonds and to provide the terms of such Additional Bonds, subject to the conditions and upon compliance with the procedure set forth in Article III (which shall be deemed not to adversely affect Owners);

(iv) to modify, amend or add to the provisions herein or in any Supplemental Trust Agreement to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statutes hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by such statute or similar statute; or

(v) to modify, amend or supplement this Trust Agreement and any Supplemental Trust Agreement in any manner that does not materially adversely affect the interest of Owners of Bonds.

The Trustee may in its discretion, but shall not be obligated to, enter into any such Supplemental Trust Agreement authorized by subsections (a) or (b) of this Section which materially adversely affects the Trustee's own rights, duties or immunities under this Trust Agreement or otherwise.

Section 7.02. Disqualified Bonds. Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided in this article, and shall not be entitled to consent to or take any other action provided in this article. Upon request of the Trustee, the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 7.03. Endorsement or Replacement of Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the City may determine that the Bonds may bear a notation by endorsement in form approved by the City as to such action, and in that case upon demand of the Owner of any Outstanding Bonds and presentation of his Bond

for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Bond. If the City shall so determine, new Bonds so modified as, in the opinion of the City, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond a new Bond or Bonds shall be exchanged at the office of the Trustee without cost to each Owner for its Bond or Bonds then Outstanding upon surrender of such Outstanding Bonds.

Section 7.04. Amendment by Mutual Consent. The provisions of this article shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 7.05. Attorney's Opinion Regarding Supplemental Agreements. The Trustee may obtain an Opinion of Counsel that any amendments or supplements to this Trust Agreement comply with the provisions of this Article VII and the Trustee may conclusively rely upon such opinion.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.01. Events of Default. If one or more of the following events (herein called "events of default") shall happen, that is to say:

(a) if default shall be made by the City in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;

(b) if default shall be made by the City in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed or by proceedings for redemption;

(c) if default shall be made by the City in the performance of any of the agreements or covenants required herein to be performed by the City, and such default shall have continued for a period of 30 days after the City shall have been given notice in writing of such default by the Trustee or the Owners of not less than 25% in Aggregate Principal Amount of the Bonds at the time Outstanding, specifying such default and requiring the same to be remedied, provided, however, if the default stated in the notice can be corrected, but not within the applicable period, the Trustee and such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(d) if the City shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property.

Section 8.02. Remedies Upon an Event of Default. Upon the occurrence and continuance of any event of default, the Trustee may, and upon the written request of Owners of not less than 51% of the Aggregate Principal Amount of Bonds then Outstanding, and upon being indemnified to its satisfaction, shall:

(a) by mandamus, suit, action or proceeding, compel the City and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Trust Agreement and the Bonds, and may require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it by this Trust Agreement and by the Retirement Law.

(b) bring suit upon the defaulted Bonds.

(c) by suit, action or proceeding in equity, enjoin any acts or things which are unlawful, or the violation of any of the Owners' rights.

(d) by suit, action or proceeding in any court of competent jurisdiction, require the City and its members and employees to account as if it and they were the trustees of an express trust.

THE TRUSTEE SHALL HAVE NO RIGHT TO DECLARE THE PRINCIPAL OF OR INTEREST ON THE BONDS TO BE DUE AND PAYABLE IMMEDIATELY.

Section 8.03. Application of Revenues and Other Funds After Default. If an event of default shall occur and be continuing, all amounts then held or thereafter received by the Trustee under any of the provisions of this Trust Agreement shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any fees and expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and to the payment of the reasonable charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel, agents and advisors) incurred in and about the performance of its powers and duties under this Trust Agreement;

(b) To the payment of the principal and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Trust Agreement, as follows:

First: To the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the Persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or

redemption and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Persons entitled thereto, without any discrimination or preference.

(c) [To the payment of expenses of the Insurer.]

Section 8.04. Non-Waiver. Nothing in this Article or in any other provision hereof or in the Bonds shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the interest on and principal of and redemption premiums, if any, on the Bonds to the respective Owners of the Bonds at the respective dates of maturity or upon prior redemption as provided herein, or shall affect or impair the right of such Owners, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the Bonds. A waiver of any default or breach of duty or contract by the Trustee or any Owner shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee or any Owner to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Owners by the Act or by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners. If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the City, the Trustee and any Owner shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.05. Actions by Trustee as Attorney-in-Fact. Any action, proceeding or suit which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners, whether or not the Trustee is an Owner, and the Trustee is hereby appointed (and the successive Owners, by taking and holding the Bonds issued hereunder, shall be conclusively deemed to have so appointed it) the true and lawful attorney-in-fact of the Owners for the purpose of bringing any such action, proceeding or suit and for the purpose of doing and performing any and all acts and things for and on behalf of the Owners as a class or classes as may be advisable or necessary in the opinion of the Trustee as such attorney-in-fact.

Section 8.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

Section 8.07. Limitation on Owners' Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an event of default as defined in Section 8.01 hereunder; (b) the Owners of at least a majority in Aggregate Principal Amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers

hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such request shall have been received by, and said tender of indemnity shall have been made to, the Trustee. Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any owner of Bonds of any remedy hereunder; it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Trust Agreement shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

Section 8.08. Absolute Obligation of City. Nothing in this Section or in any other provision of this Trust Agreement or in the Bonds contained shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the principal of, premium, if any and interest on the Bonds to the respective Owners of the Bonds at their respective due dates as herein provided.

ARTICLE IX

DEFEASANCE

Section 9.01. Discharge of Bonds.

(a) If the City shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the interest thereon and the principal thereof and the redemption premiums, if any, thereon at the times and in the manner stipulated herein and therein, and shall pay or provide for the payment of all fees and expenses of the Trustee, then all agreements, covenants and other obligations of the City to the Owners of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, the Trustee shall pay over or deliver to the City all money or securities held by it pursuant hereto which are not required for the payment of the interest on, principal of, and redemption premium (if any) on, such Bonds.

(b) Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if (1) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 2.03, (2) there shall have been deposited with the Trustee either (A) money in an amount which shall be sufficient or (B) Defeasance Securities which are not subject to redemption prior to maturity (including any such Defeasance Securities issued or held in book-entry form on the books of the City or the Treasury of the United States of America), the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to pay when due the

interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and redemption premiums, if any, on such Bonds, and (3) in the event such Bonds are not by their terms subject to redemption within the next succeeding 60 days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Owners of such Bonds that the deposit required by clause (2) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and redemption premiums, if any, on such Bonds.

Section 9.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Bonds or interest thereon which remains unclaimed for two (2) years after the date when such Bonds or interest thereon have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when such Bonds have become due and payable, shall be repaid by the Trustee to the City as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall not look to the Trustee for the payment of such Bonds.

ARTICLE X

BOND INSURANCE

Section 10.01. Article X Provisions Controlling. Notwithstanding anything to the contrary herein, the provisions of this Article shall govern the Series 2022 Bonds while they remain Outstanding. [to be revised in accordance with insurance commitment, if any]

Section 10.02. General.

(a) The Insurer shall be deemed to be the sole Owner of the Series 2022 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners insured by it are entitled to take pursuant to the Trust Agreement pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Trust Agreement and each Series 2022 Bond, each Owner of the Series 2022 Bonds appoints the Insurer as its agent and attorney-in-fact with respect to the Series 2022 Bonds and agrees that the Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Owner of the Series 2022 Bonds delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each Owner of the Series 2022 Bonds in the conduct of any

Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each Owner of the Series 2022 Bonds for the Insurer's benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment.

(b) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Series 2022 Bonds to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of this Trust Agreement which permits the purchase of Series 2022 Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Series 2022 Bond so purchased is not cancelled upon purchase.

(c) Any amendment, supplement, modification to, or waiver of, this Trust Agreement or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Owners of the Series 2022 Bonds or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(d) The rights granted to the Insurer under this Trust Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners of the Series 2022 Bonds and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners of the Series 2022 Bonds or any other person is required in addition to the consent of the Insurer.

(e) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Series 2022 Bonds unless the Insurer otherwise approves.

(f) To accomplish defeasance of the Series 2022 Bonds, the City shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2022 Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement or other irrevocable written instructions to the Trustee (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2022 Bonds are no

longer “Outstanding” under this Trust Agreement and (iv) a certificate of discharge of the Trustee with respect to the Series 2022 Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City, the Trustee and the Insurer. The Insurer shall be provided with final drafts of the above referenced documentation not less than five Business Days prior to the funding of the escrow.

(g) Series 2022 Bonds shall be deemed “Outstanding” under this Trust Agreement unless and until they are in fact paid and retired or the above criteria are met.

(h) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of this Trust Agreement and the Series 2022 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the City in accordance with this Trust Agreement. This Trust Agreement shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(i) Each of the City and Trustee covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge under this Trust Agreement under applicable law. The Trustee’s obligation shall be limited to only filing continuation statements.

(j) The Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2022 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the City to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(k) The City shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under this Trust Agreement or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Trust Agreement or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Trust Agreement or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Trust Agreement or any other Related Document.

(l) The Insurer shall be entitled to pay principal or interest on the Series 2022 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Insurance Policy), whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(m) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Trust Agreement would adversely affect the

security for the Series 2022 Bonds or the rights of the Owners of the Series 2022 Bonds, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

(n) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Series 2022 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

Section 10.03. Claims Upon the Insurance Policy and Payments by and to the Insurer. If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“Payment Date”) there is not on deposit with the Trustee, after making all transfers and deposits required under this Trust Agreement, moneys sufficient to pay the principal of and interest on the Series 2022 Bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the “Insurer’s Fiscal Agent”) by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2022 Bonds due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2022 Bonds and the amount required to pay principal of the Series 2022 Bonds, confirmed in writing to the Insurer and the Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Trustee shall designate any portion of payment of principal on Series 2022 Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2022 Bonds registered to the then current Owner of the Series 2022 Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2022 Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Series 2022 Bond shall have no effect on the amount of principal or interest payable by the City on any Series 2022 Bond or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2022 Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners of the Series 2022 Bonds referred to herein as the “Policy Payments Account” and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Owners of the Series 2022 Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of

making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners of the Series 2022 Bonds in the same manner as principal and interest payments are to be made with respect to the Series 2022 Bonds under the sections hereof regarding payment of Series 2022 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the City agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the “Insurer Advances”); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the “Insurer Reimbursement Amounts”). “Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2022 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The City covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of legally available funds of the City and Retirement Tax Revenues, as provided in Section 4.01(a), on a parity with debt service due on the Series 2022 Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Series 2022 Bond payment date shall promptly be remitted to the Insurer.

Section 10.04. Information to be Provided to Insurer. The Insurer shall be provided with the following information by the City or Trustee, as the case may be:

(a) To the extent not otherwise filed with the MSRB’s EMMA system, annual audited financial statements within 210 days after the end of the City’s fiscal year (together with a certification of the City that it is not aware of any default or Event of Default under this Trust Agreement), and the City’s annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(b) Notice of any default known to the Trustee or City within five Business Days after knowledge thereof;

(c) Prior notice of the advance refunding or redemption of any of the Series 2022 Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(d) Notice of the resignation or removal of the Trustee and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(e) Notice of the commencement of any proceeding by or against the City commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”);

(f) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2022 Bonds;

(g) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

(h) All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents.

(i) The Insurer shall have the right to receive such additional information as it may reasonably request.

(j) The City will permit the Insurer to discuss the affairs, finances and accounts of the City or any information the Insurer may reasonably request regarding the security for the Series 2022 Bonds with appropriate officers of the City and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the City on any business day upon reasonable prior notice.

(k) The Trustee shall notify the Insurer of any failure of the City to provide notices, certificates and other information under this Trust Agreement and any Related Document.

(l) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in this Trust Agreement, no such issuance may occur if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance unless otherwise permitted by the Insurer.

(m) The Issuer shall not enter into any interest rate exchange agreement or any other interest rate maintenance agreement secured by and payable from the Retirement Tax Revenues without the prior written consent of the Insurer.

(n) No contract relating to the Retirement Tax shall be entered into or any action taken by which the rights of the Insurer with respect to the pledge of the Retirement Tax Revenues may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

Section 10.05. Notice to Insurer. The notice address of the Insurer is: _____.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Benefits of this Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the City, the Trustee, the Insurer and the Owners any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the City or any member, officer

or employee thereof shall be for the sole and exclusive benefit of the Trustee, the Insurer and the Owners.

Section 11.02. Successor Is Deemed Included in All References to Predecessor. Whenever herein either the City or any member, officer or employee thereof or the Trustee is named or referred to, such reference shall be deemed to include the successor or assigns thereof, and all agreements and covenants required hereby to be performed by or on behalf of the City or the Trustee, or any member, officer or employee thereof, shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 11.03. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any Bonds and the amount, maturity, number and date of holding the same may be proved by the registration books relating to the Bonds at the office of the Trustee. Any declaration, request, consent or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond with respect to anything done or suffered to be done by the Trustee or the City in good faith and in accordance therewith.

Section 11.04. Waiver of Personal Liability. No member, officer or employee of the City shall be individually or personally liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds by reason of their issuance, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by the Act or any other applicable provisions of law or hereby.

Section 11.05. Acquisition of Bonds by City. All Bonds acquired by the City, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

Section 11.06. Destruction of Cancelled Bonds. Whenever provision is made for the return to the City of any Bonds which have been cancelled pursuant to the provisions hereof, the Trustee shall destroy such Bonds and furnish to the City a certificate of such destruction.

Section 11.07. Content of Certificates. Every Certificate of the City with respect to compliance with any agreement, condition, covenant or provision provided herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or provision has been complied with; and (d) a statement as to whether, in the opinion

of the signers, such agreement, condition, covenant or provision has been complied with. Any Certificate of the City may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the City, upon a representation by an officer or officers of the City unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 11.08. Accounts and Funds; Business Days. Any account or fund required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with sound bond trustee accounting practice and with due regard for the protection of the security of the Bonds and the rights of the Owners. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

Section 11.09. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the City: City of Oxnard
 300 West 3rd Street
 Oxnard, CA 93030
 Attention: City Manager

If to the Trustee: [TRUSTEE]

 Attention: Corporate Trust

Section 11.10. Article and Section Headings and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 11.11. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining

agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Bonds, and the Owners shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The City and the Trustee hereby declare that they would have executed and delivered this Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 11.12. Execution in Several Counterparts. This Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the City and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 11.13. Governing Law. This Trust Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 11.14. Insurer as Third-Party Beneficiary. The Insurer shall be a third-party beneficiary to this Trust Agreement while any Series 2022 Bond remains Outstanding hereunder.

Section 11.15. CUSIP Numbers. Neither the Trustee nor the City shall be liable for any defect or inaccuracy in the CUSIP number that appears on any Bond or in any redemption notice. The Trustee may, in its discretion, include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither City nor the Trustee shall be liable for any inaccuracies in such numbers.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the CITY OF OXNARD has caused this Trust Agreement to be signed in its name by the undersigned Authorized Representative and [TRUSTEE], in acceptance of the trusts created hereunder, has caused this Trust Agreement to be signed by the officer thereunder duly authorized, all as of the day and year first above written.

CITY OF OXNARD

By: _____
Mayor

[TRUSTEE], as Trustee

By: _____
Authorized Officer

FORM OF SERIES 2022 BOND

CITY OF OXNARD
TAXABLE PENSION OBLIGATION BONDS
SERIES 2022

Interest Rate	Maturity Date	Original Issue Date	<u>CUSIP</u>
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PRINCIPAL SUM: DOLLARS

544

This Series 2022 Bond is one of a duly authorized issue of bonds of the City designated as its “Taxable Pension Obligation Bonds, Series 2022” (the “Series 2022 Bonds”) in aggregate principal amount of \$[Par Amount].00, all of like tenor and date (except for variations relating to numbers, maturities and interest rates), and is issued under and pursuant to the provisions of Articles 10 and 11 (commencing with Section 53570) of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California and all laws amendatory thereof or supplemental thereto (the “Act”) and under and pursuant to the provisions of a trust agreement, dated as of [As of Date] (the “Trust Agreement”), between the City and [TRUSTEE], as trustee (the “Trustee”) (copies of which are on file at the Corporate Trust Office of the Trustee).

Under the Trust Agreement, Additional Bonds and other obligations may be issued on a parity with the Series 2022 Bonds, but subject to the conditions and upon compliance with the procedures set forth in the Trust Agreement. The Series 2022 Bonds and any bonds or other obligations issued on a parity with the Series 2022 Bonds are obligations imposed by law payable from funds to be appropriated by the City pursuant to the Public Employees’ Retirement Law, commencing with Section 20000 of the Government Code of the State of California, as amended (the “Retirement Law”). Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Series 2022 Bonds are issued, the rights of the registered owners of the Series 2022 Bonds, security for payment of the Series 2022 Bonds, remedies upon default and limitations thereon, and amendment of the Trust Agreement (with or without consent of the registered owners of the Series 2022 Bonds); and all the terms of the Trust Agreement are hereby incorporated herein and constitute a contract between the City and the registered owner of this Series 2022 Bond, to all the provisions of which the registered owner of this Series 2022 Bond, by acceptance hereof, agrees and consents.

The Series 2022 Bonds are subject to redemption as provided in the Trust Agreement.

THE OBLIGATIONS OF THE CITY OF OXNARD HEREUNDER, INCLUDING THE OBLIGATION TO MAKE ALL PAYMENTS OF INTEREST AND PRINCIPAL WHEN DUE, ARE OBLIGATIONS OF THE CITY OF OXNARD IMPOSED BY LAW AND ARE ABSOLUTE AND UNCONDITIONAL, WITHOUT ANY RIGHT OF SET-OFF OR COUNTER CLAIM. NEITHER THE SERIES 2022 BONDS NOR THE OBLIGATION OF THE CITY OF OXNARD TO MAKE PAYMENTS ON THE SERIES 2022 BONDS CONSTITUTE AN INDEBTEDNESS OF THE CITY OF OXNARD, THE STATE OF CALIFORNIA, OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

This Series 2022 Bond is transferable only on a register to be kept for that purpose at the above-referenced office of the Trustee by the registered owner hereof in person or by his duly authorized attorney upon payment of the charges provided in the Trust Agreement and upon surrender of this Series 2022 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new fully registered Series 2022 Bond or Series 2022 Bonds in the same aggregate principal amount of authorized denominations will be issued to the transferee in exchange therefor. The City and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and principal hereof and for all other purposes, whether or not this Series 2022 Bond shall be overdue, and neither the City nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the

interest on and principal of this Series 2022 Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Series 2022 Bond to the extent of the sum or sums so paid.

This Series 2022 Bond shall not be entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually executed and dated by the Trustee.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Series 2022 Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Series 2022 Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Series 2022 Bonds permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the City of Oxnard has caused this Series 2022 Bond to be executed in its name and on its behalf by the signature of the Mayor and to be countersigned by the signature of the City Clerk of the City of Oxnard, and has caused this Series 2022 Bond to be dated as of the original issue date specified above.

CITY OF OXNARD

By _____
Mayor

Countersigned

City Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION]

This is one of the Series 2022 Bonds described in the within-mentioned Trust Agreement which has been authenticated on _____, 20__.

[TRUSTEE], as Trustee

By _____
Authorized Officer

[FORM OF ASSIGNMENT]

For value received the undersigned hereby sells, assigns and transfers unto _____ (Taxpayer Identification Number: _____) the within Series 2022 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Note: The signature to this Assignment must correspond with the name as written on the face of the Series 2022 Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

Notice: Signature must be guaranteed by an eligible guarantor institution.

CERTIFICATE OF INSURANCE

[to come if applicable]

EXHIBIT C

SB 450 GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by NHA Advisors, LLC, the City's Municipal Advisor (the "Municipal Advisor").

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$199,810,000.00 (the "Estimated Principal Amounts").

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the respective Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 3.6176394%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is \$1,099,240.00.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any capitalized interest on the Bonds paid or funded with proceeds of the Bonds, is \$198,710,760.00.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amounts of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the respective proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$301,291,965.39.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates on January 28, 2022. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the respective Estimated Principal Amounts, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a

combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on various factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.



ADDRESSING RISING PENSION COSTS

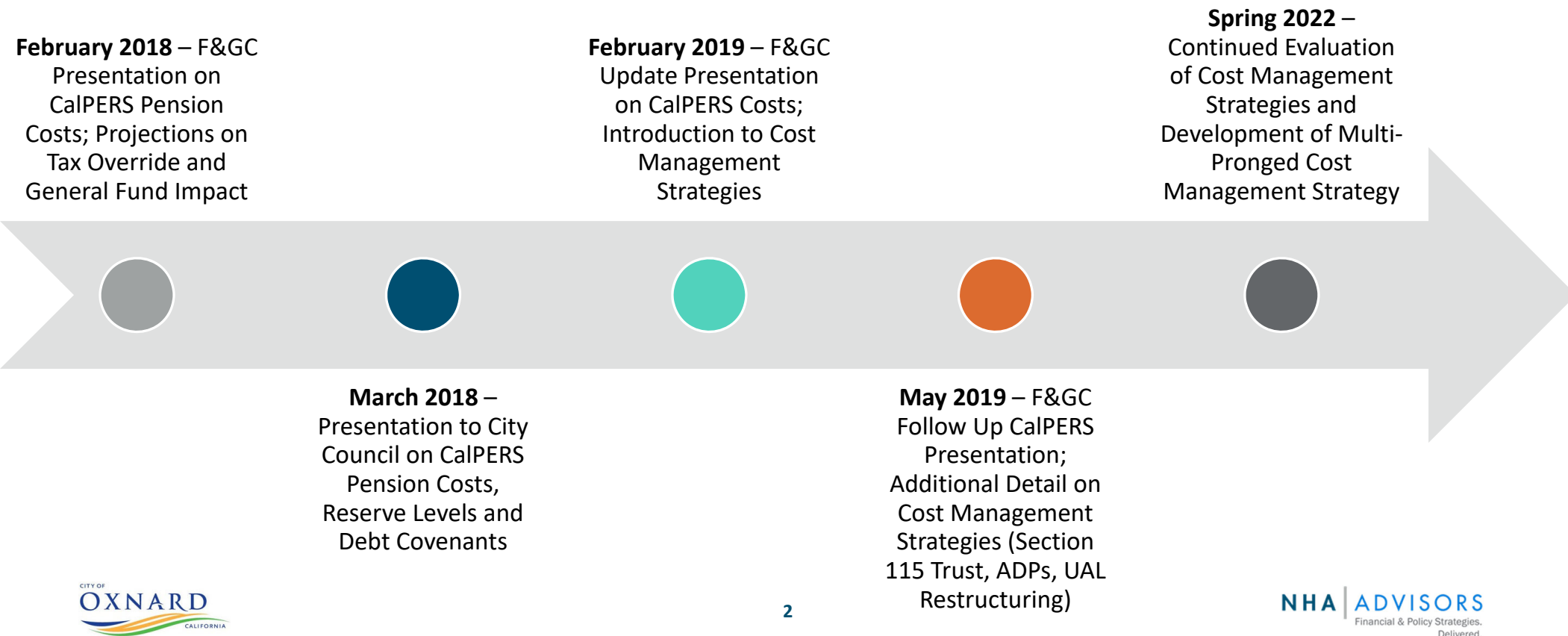
PRESENTATION TO CITY COUNCIL

NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

MARCH 1, 2022

Addressing Rising CalPERS Pension Costs

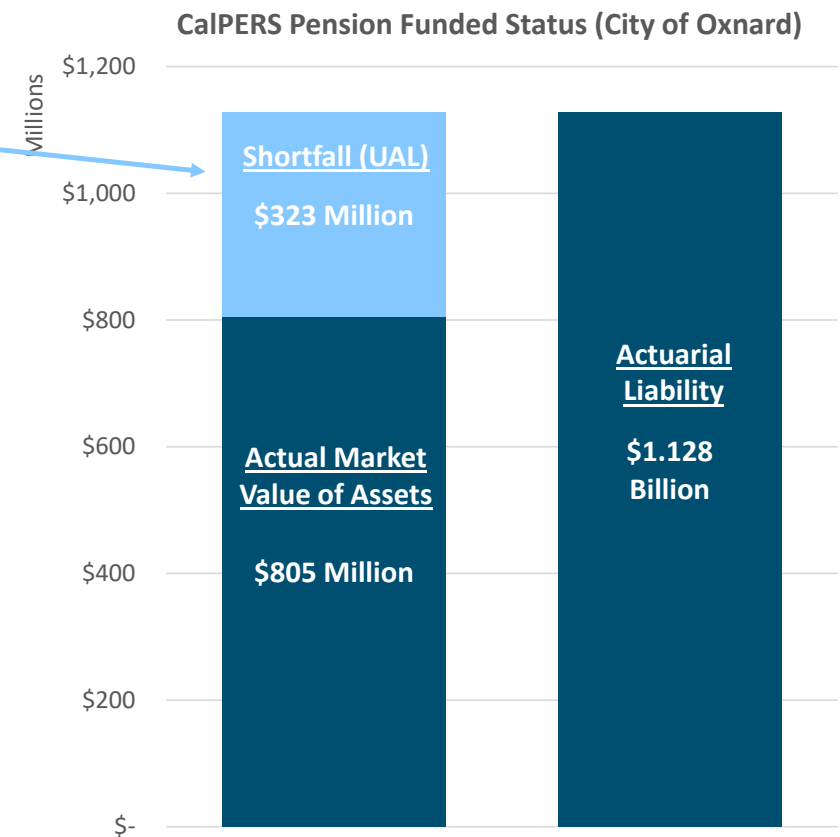
Timeline of Educational Workshops and Proposed Spring 2022 Process



Addressing Rising CalPERS Pension Costs

CalPERS 101 – What is an Unfunded Accrued Liability (UAL)?

- ▶ **Unfunded Accrued Liability (UAL):** Shortfall between what the City is required to have in assets VS. what it actually has in assets
 - ▶ **What the City is Required to Have – Actuarial Liability:** CalPERS actuaries calculate how much the City is required to have in its account with them to pay out benefits to City retirees over the next 30-40 years
 - ▶ **What the City Actually Has – Market Value of Assets:** Actual value of assets that the City has on deposit with CalPERS; *Almost all public agencies have less assets than required and have a UAL*
- ▶ CalPERS charges a 6.8% interest rate on the UAL debt (known as the “discount rate”)



Addressing Rising CalPERS Pension Costs

City of Oxnard's Growing UAL

- ▶ Like all other agencies statewide, the City's UAL with CalPERS has significantly increased over the last decade given CalPERS assumptions changes and investment underperformance
 - ▶ City's UAL debt has **grown from \$94M to over \$300M over last 11 years**
 - ▶ Projected to decrease to \$250M after strong 21.3% investment gains from FY 2021 are incorporated and discount rate reduced from 7.0% to 6.8%
- ▶ Annual payments for the City to pay off this debt have **doubled just in the last 5 years, from \$12M to \$24M**
- ▶ In addition to the UAL payments each year, the City also currently pays approximately \$15M in Normal Costs (payment for current employees) annually
 - ▶ This amount expected to jump to \$18M in FY 2023/24

Addressing Rising CalPERS Pension Costs

Oxnard's Pension Tax Override for Portion of CalPERS Safety Plan Costs

- ▶ Since 1952, the City has assessed a voter-approved property tax override (PTO) on its residents to pay for a portion of pension costs for its Safety Plan (not Miscellaneous Plan)
 - ▶ The maximum levy allowed is 0.07766% of assessed valuation
 - ▶ About \$380 annually for a home valued at \$500,000
 - ▶ Every year, the City also has a 3rd party actuary verify what % of the annual CalPERS expenses can legally be paid for by the PTO (in case it is lower than the max levy stated above)
- ▶ Based on the actuarial analysis, and projected CalPERS costs, it is **expected that the levy on residents will remain at or near the maximum amount for the foreseeable future (at least the next 10 years)**
- ▶ All costs beyond those covered by the PTO, and any future additional costs (from CalPERS investment underperformance) will be a **direct burden on the General Fund and other City Funds**

Common Cost Management Strategies to Manage Growing UAL Debt

These Strategies Were Introduced in 2019 to F&GC and City Council

Prepay UAL early in Fiscal Year

- Obtain a 3.3% discount
- *City does this annually*

Fresh Start Amortization offered by CalPERS

- Pros: Smooths payment, shortens repayment period; reduces overall interest paid from shorter amortization period
- Cons: New structure “locked-in” + increased annual payments in near term; still amortized at discount rate
- *Not a popular option given reduced flexibility*

Use Cash Reserves/Surplus to Pay Extra (two options)

- Section 115 Trust - Separate trust dedicated to pension/Other-Post Employment Benefits (OPEB)
- Lump Sum Pay Down of UAL – Reduce UAL through “Additional Discretionary Payments” (ADPs)
- *Very common; hundreds of agencies across state use these methods annually*

Restructure All or Portion of Remaining UAL

- Restructure portion of UAL at lower bond interest rate (i.e. 3.25-3.75% vs. CalPERS rate of 6.8%) and “smooth out” payments for enhanced budget predictability, resiliency & lower taxes on residents
- Requires court validation to be able to execute this strategy
- **Core risk is CalPERS re-investment risk (should be quantified through actuarial study)**
- *Very common recently given low interest rates; about 80+ CalPERS members have restructured some or all of their UAL in last two years*

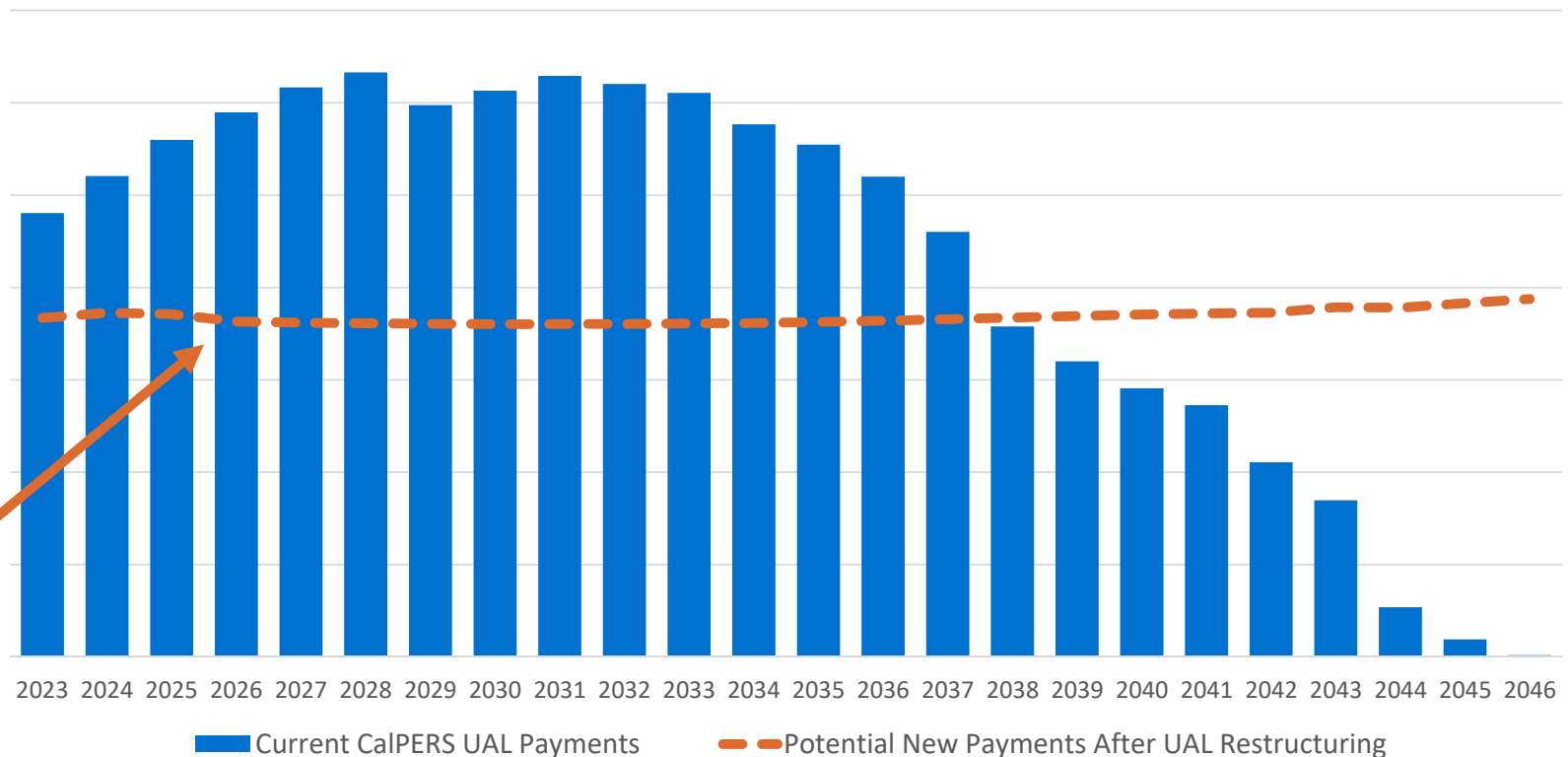
Addressing Rising CalPERS Pension Costs

UAL Restructuring – Graphical Depiction

► Allows agencies to:

- Reduce interest rate paid on debt
- Smooth out payments at a lower and more predictable level

Oxnard - Hypothetical UAL Restructuring Concept



Why Evaluate the Merits of a UAL Restructuring?

Key Benefits for City of Oxnard

CUT INTEREST RATE IN HALF

- Lower interest rate on portion of CalPERS UAL Debt from 6.80% to $\approx$ 3.25-3.75% (current market) on pension bond debt

AFFORDABILITY / BUDGETARY SAVINGS

- Create a more affordable and predictable debt repayment shape to enhance long-term fiscal sustainability
- Based on preliminary analysis, over \$35M of est. savings to City over next 12 years*

LOWER AND MORE EQUITABLY SPREAD TAXES

- Based on preliminary analysis, the PTO levy could be lowered by roughly 20% on residents over the next decade*
- For \$500K AV household, **that is about \$70 per year of lower taxes***

GENERAL FUND FINANCIAL RESILIENCY

- By lowering its annual debt payment, the City could absorb a significant amount of new UAL debt added in the future (if CalPERS underperforms) with minimal impact on the City's General Fund

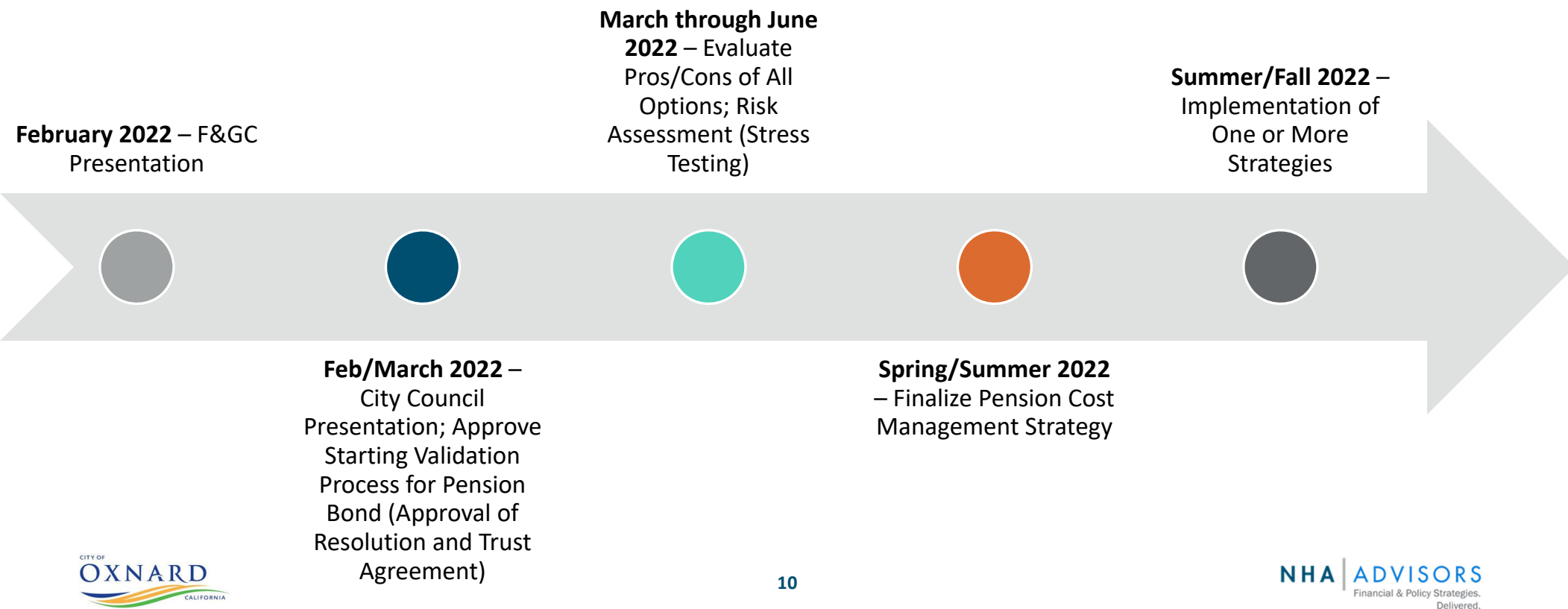
Addressing Rising CalPERS Costs

Spring 2022 Recommended Process

- ▶ Staff would like to continue the work initiated in 2018 and 2019 and go deeper into exploring all cost management strategies available
 - ▶ Staff and NHA would evaluate the pros, cons, risks and viability of each option during Spring of 2022 and present results at an additional workshop
- ▶ In order to make the UAL Restructuring (Pension Bond) a viable option, the City must undergo a court validation process to confirm that the UAL is truly a debt
 - ▶ ≈ 4-month process in Ventura County Superior Court
 - ▶ Validation process DOES NOT lock City into issuing a pension bond; it simply provides the City with the option to do so in the future (this year, 10 years from now, never, etc.) if it chooses to and if other future formal City Council approvals are executed
- ▶ Staff recommends starting the validation process now to run concurrently with the Spring evaluation process of all cost management strategies

Addressing Rising CalPERS Costs

Recommended 2022 Evaluation Process





QUESTIONS

RECOMMENDATION

That the City Council:

1. Receive a presentation from the City's municipal advisor on the current status and projections for the CalPERS pension program, and discuss the concept of restructuring the City's Unfunded Accrued Liability (UAL);and
2. Approve a resolution authorizing the initiation of a validation process and form of Trust Agreement.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.2

DATE: March 1, 2022

TO: City Council

FROM: Betsy George, Chief Financial Officer, 805-200-5400, betsy.george@oxnard.org

SUBJECT: FY 20-21 Annual Comprehensive Financial Report and Summary Presentation. (15/15/10)

RECOMMENDATION

That City Council receive the Fiscal Year 2020-21 Annual Comprehensive Financial Report (ACFR) and summary presentation from the City's external financial auditors, Eadie + Payne, LLP.
(Finance and Governance Committee approved 2-0.)
(Presentation will be live upon consultant's request.)

BACKGROUND

Eadie + Payne, LLP (E+P) will present its audit opinion of the City of Oxnard's financial statements, which consists of the respective financial position as of June 30, 2021, for the City's governmental activities, business-type activities, each major fund, aggregate remaining fund information, and respective changes in financial position.

New Information and Minor Change from Finance & Governance Committee

At the Measure O Committee meeting on January 27, 2022, Eden Casareno from E+P delivered a presentation on the City's Fiscal Year 2020-21 annual financial statement audit along with Measure O Fund information as of and for the year ended June 30, 2021. Upon Chair Lindholm's question regarding an unbudgeted \$1.6M transfer out of the Measure O fund, Ms. Casareno explained that this was a transfer out to reimburse partially the Infrastructure Use Fee (IUF) to the utilities. Ms. Casareno's response was consistent with the City's Annual Comprehensive Financial Report (ACFR), which showed a budget to actual variance in the Measure O FY2020-21 transfers of \$1,617,985 that was related to IUF reimbursement made by the Measure O fund. However, the ACFR contains an error related to Measure O transfers.

On January 28, 2022, City staff reviewed the City's 2021 ACFR and discovered the error in the Supplementary Information Section. Specifically, pages 158 through 162 of the report contain an incorrect classification of an interfund transfer between the General Fund (101) and the Measure O Fund (104). The error only exists in the creation of the reports provided in the ACFR's Supplementary Information Section. The actual interfund transfer transactions and the City's accounting records are correct. The principal portion of a repayment by the General Fund of a loan from Measure O was mistakenly reported as a transfer related to IUF reimbursement. Attached to this staff report are E+P's letter and the CFO's explanation of the error. The ACFR has been corrected.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic plans adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on January 11, 2022, to approve staff's recommendation to forward the item to Council.

Prepared by: Eadie + Payne

ATTACHMENTS

1. Auditors' Report
2. Placeholder for ACFR 2021 Full Report (revised report expected 2-7-2022)
3. Letter from E+P re Measure O ACFR Correction
4. CFO's memo re Measure O ACFR Correction
5. Presentation by E+P

INDEPENDENT AUDITOR'S REPORT

To the City Council
City of Oxnard
Oxnard, California



Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California (City), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Eadie Payne, LLP

3880 Lemon St., Ste. 300
Riverside, CA 92501

P.O. Box 1529
Riverside, CA 92502-1529

Office: 951-241-7800
www.eadiepaynellp.com

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Oxnard Housing Authority, a blended component unit, which statements represent 1.26% and 1.02% of total government-wide assets and deferred outflows of resources, and net position as of June 30, 2021 respectively, and 7.42% of total government-wide revenues for the year then ended. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Oxnard Housing Authority, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of the other auditor, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California, as of June 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information for the General Fund Group, Development Fees Fund, and State and Federal Grants Fund, the schedules of changes in net pension liability and related ratios, the schedules of proportionate share of the net pension liability and related ratios, the schedules of plan contributions, and the schedule of changes in total OPEB liability and related ratios on pages 5 through 24 and 143 through 153 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements as a whole. The introductory section, combining and individual General Fund Group and nonmajor fund financial statements, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual General Fund Group and nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and the other auditors. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

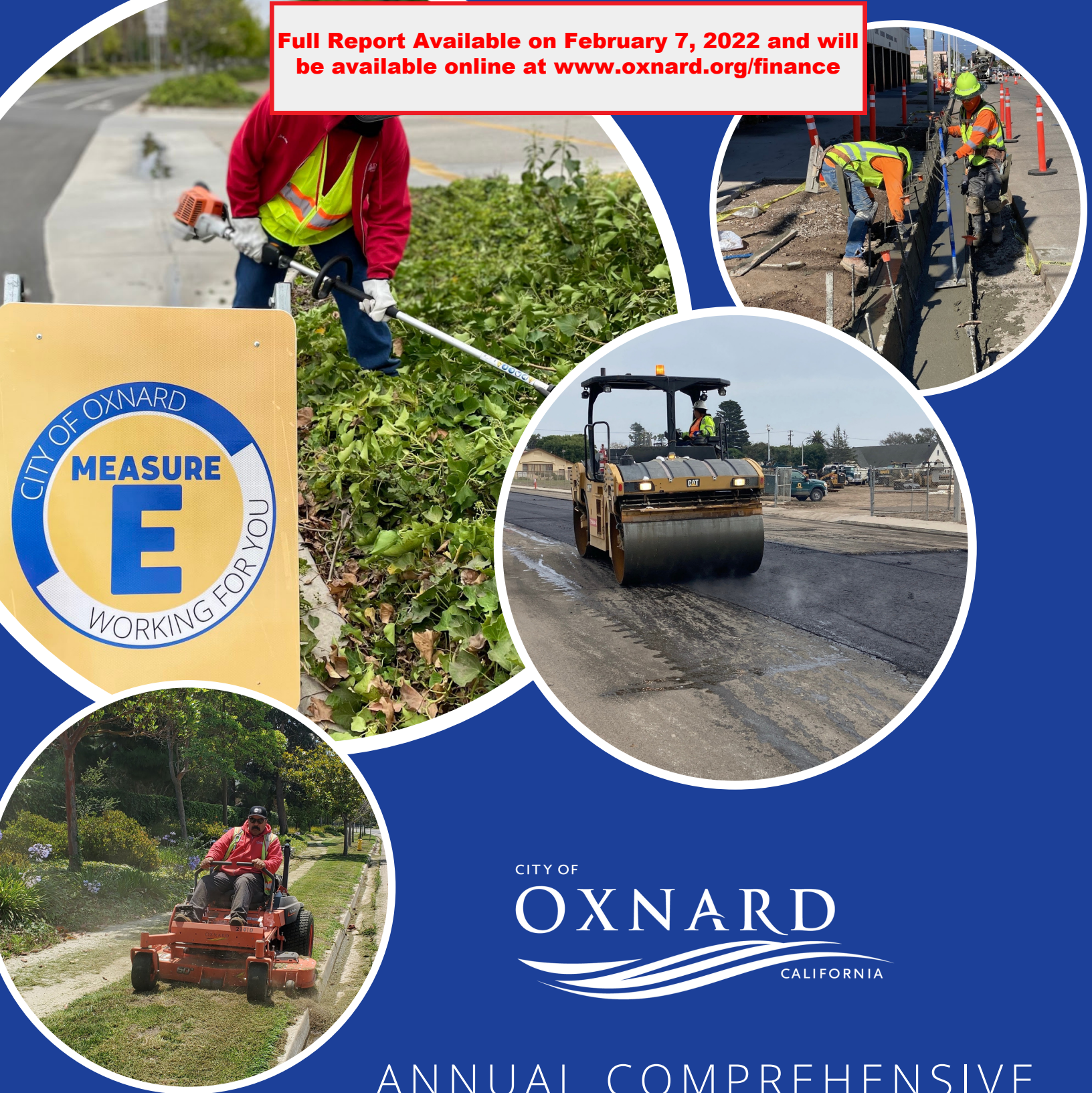
Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we will also issue our report on our consideration of the City of Oxnard, California's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Oxnard, California's internal control over financial reporting and compliance.

Eddie and Payne HP

Riverside, California
December 30, 2021

Full Report Available on February 7, 2022 and will be available online at www.oxnard.org/finance



ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2021



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Riverside, CA 92501
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Riverside, CA 92502-1529
Office: 951-241-7800
www.eadiepaynellp.com

February 1, 2022

Alexander Nguyen
City Manager
City of Oxnard
Oxnard, CA

Dear Mr. Nguyen,

I received the memo from the City's CFO re: Misreporting of Measure O Transfers and Restatement FY 2010-21 Annual Comprehensive Financial Report. I completely agree with the CFO's explanation and we're working to make the correction of the following financial statements included in the ACFR.

- Combining statements of revenues, expenditures and changes in fund balances – General Fund Group
- General Fund – 101- General Fund Budgetary Comparison Schedule
- General Fund – 104 – Half Cent Sales Tax Budgetary Comparison Schedule

We will be reprinting the ACFR FYE 6/30/2021 in paper and electronically.

We thank the Oversight Committee, the Assistant City Manager and the CFO for catching our error and enabling the City to make the correction.

Sincerely,

A handwritten signature in black ink that reads 'Eden C. Casareno'.

Eden C. Casareno
Partner

MEMO



January 31, 2022

TO: Alexander Nguyen, City Manager
Shiri Klima, Deputy City Manager

FROM: Betsy George, Chief Financial Officer

SUBJECT: **Mis-Reporting of Measure O Transfers and
Restatement FY 2020-21 Annual Comprehensive Financial Report**

At the Measure O Committee meeting on January 27, 2022, Eden Casareno, from the City's external independent auditing firm Eadie + Payne, delivered a presentation on the City's Fiscal Year 2020-21 annual financial statement audit along with Measure O Fund information as of and for the year ended June 30, 2021. The information contained in the presentation and the budget to actual variance explanation Ms. Casareno provided was consistent with the City's Annual Comprehensive Financial Report (ACFR). However, the ACFR contains an error related to Measure O transfers. Therefore, while Ms Casareno's statement that the budget to actual variance in the Measure O FY2020-21 transfers of \$1,617,985 was related to Infrastructure Use Fee (IUF) reimbursement made by the Measure O fund was consist with the ACFR, it was not a correct variance explanation.

The amount in question, \$1,617,985, is the principal portion of a payment made by the General Fund (101) for a loan from the Measure O Fund (104).

Annual Payment Schedule				
Measure 'O' Loan to General Fund				
Due Date	Payment	Principal	Interest	Balance
			\$0	\$16,000,000
6/30/2016	\$1,875,688	\$1,395,688	\$480,000	\$14,604,312
6/30/2017	\$1,875,688	\$1,437,559	\$438,129	\$13,166,753
6/30/2018	\$1,875,688	\$1,480,686	\$395,003	\$11,686,068
6/30/2019	\$1,875,688	\$1,525,106	\$350,582	\$10,160,962
6/30/2020	\$1,875,688	\$1,570,859	\$304,829	\$8,590,102
6/30/2021	\$1,875,688	\$1,617,985	\$257,703	\$6,972,117
6/30/2022	\$1,875,688	\$1,666,525	\$209,164	\$5,305,593
6/30/2023	\$1,875,688	\$1,716,520	\$159,168	\$3,589,072
6/30/2024	\$1,875,688	\$1,768,016	\$107,672	\$1,821,056
6/30/2025	\$1,875,688	\$1,821,056	\$54,632	\$0

This amount was incorrectly categorized in the Supplemental Information section of City's ACFR as Reimbursement of IUF Fees (see attached excerpt pages 158 through 162). In all supporting schedules and in the City's financial system (HTE) the amount is correctly recorded

and labeled as Interfund Transfer Offset. The error in the June 30, 2021 ACFR was not discovered during staff's review of the report. The principal portion of the debt payment should have been reported in the Principal line under Debt Service as highlighted in the attached ACFR excerpts. The consolidated General Fund financial statements presented in the Financial Section of the City's ACFR are correctly stated. The error occurred only within the Statistical Section in the break-out of the General Fund Group.

I am working with Eadie + Payne to correct the error and re-issue the City's ACFR. The restated and correct report is expected to be completed and ready for distribution by February 8, 2022. In the meantime, the June 30, 2021 ACFR has been pulled from the City's website and the six individuals who received a bound hard copy version of the report will be notified of the pending correction. Those notifications have already begun.

For your reference, also attached, is the corrected version of the Measure O Fund Budgetary Comparison Schedule (page 162 of the ACFR). You can see that the \$1,617,085 has been correctly classified in to the Principal line item and that the overall results have not been impacted. Net change in Fund Balance remains \$293,440 and Ending Fund Balance is \$18,314,275.

Lastly, and also for your refence, is the schedule for IUF reimbursements to the City's utility funds. The impact of entire amount due is recorded in the June 30, 2021 financial statements. A lump sum amount of \$5,000,000 was paid from the General Fund in June 2021. The remaining payments are made on a quarterly basis. This payment schedule complies with the court order used on June 14, 2021. No moneys have or will come from the Measure O Fund to make these reimbursements.

		2020-21	2021-22	2022-23	2023-24
	General Fund Payments	(5,000,000)	(5,000,000)	(10,000,000)	(9,470,697)
	Street Fund Payments		(7,000,000)		
	Water 15,505,406	2,125,735	5,101,763	4,251,470	4,026,438
	WasteWater 10,929,598	1,498,408	3,596,180	2,996,816	2,838,194
	Enviromental Resoucrs <u>10,035,693</u>	1,375,857	3,302,057	2,751,714	2,606,065
	Total \$36,470,697				

CITY OF OXNARD
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GENERAL FUND GROUP
FOR THE YEAR ENDED JUNE 30, 2021

	GENERAL FUND			
	101 - General Fund	104 - Half Cent Sales Tax	105 - Street Maintenance	641 - Performing Arts Center
REVENUES				
Taxes	\$ 126,827,163	\$ 17,404,320	\$ -	\$ -
Licenses and permits	3,967,887	-	-	-
Intergovernmental	6,128,181	-	-	-
Charges for services	15,963,993	-	2,040,000	12,889
Fines and forfeitures	1,852,220	-	-	-
Interest on investments	312,031	35,581	-	-
Special assessments	64,923	-	-	-
Miscellaneous	2,375,654	(52,774)	18,455	-
Total Revenues	157,492,052	17,387,127	2,058,455	12,889
EXPENDITURES				
Current				
General government	15,528,903	891,595	-	-
Public safety	84,962,447	8,413,399	-	-
Transportation	4,878,410	506,714	765,749	-
Community development	10,076,369	1,137,637	-	-
Culture, leisure and libraries	16,562,904	1,127,970	-	38,328
Capital Outlay	769,753	268,213	3,628,095	-
Debt Service				
Principal	GF s/b \$0.0 → 1,617,985	(797,985)	← MO s/b \$820,000	-
Interest and fiscal charges	257,703	243,832	-	-
Total Expenditures	134,654,474	11,791,375	4,393,844	38,328
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	22,837,578	5,595,752	(2,335,389)	(25,439)
OTHER FINANCING SOURCES (USES)				
Reimbursement of IUF fees	GF s/b (\$29,470,697) → (27,852,712)	(1,617,985)	← MO s/b \$0.0	(7,000,000)
Transfers to Golf Course Fund	-	-	-	-
Transfers in	2,050,086	(1,413,002)	-	-
Transfers out	(5,103,343)	(2,271,325)	-	31,253
Total Other Financing Sources (Uses)	(30,905,969)	(5,302,312)	(7,000,000)	31,253
NET CHANGE IN FUND BALANCES	(8,068,391)	293,440	(9,335,389)	5,814
FUND BALANCES, JULY 1, AS PREVIOUSLY STATED	4,679,311	18,020,835	13,917,604	1,877
PRIOR-PERIOD ADJUSTMENT	-	-	-	-
FUND BALANCES, JULY 1, AS RESTATED	4,679,311	18,020,835	13,917,604	1,877
FUND BALANCES, JUNE 30	\$ (3,389,080)	\$ 18,314,275	\$ 4,582,215	\$ 7,691

* Other funds include: General Fund Carryover (102), Oxnard Police Department (OPD) Training (103), Stormwater Management (114), Payroll Clearing Trust (542), Carnegie Art Trust (543), Housing Payroll Trust (545), City Artworks Trust (546), City Corps Trust (555), and Contributions/Donations Trust (571).

GENERAL FUND

651 - Golf Course		Other*	Total	
				REVENUES
\$	-	\$ -	\$ 144,231,483	Taxes
	-	-	3,967,887	Licenses and permits
	-	44,053	6,172,234	Intergovernmental
	-	-	18,016,882	Charges for services
	-	-	1,852,220	Fines and forfeitures
	-	-	347,612	Interest on investments
	-	427,321	492,244	Special assessments
	-	268,471	2,609,806	Miscellaneous
	-	739,845	177,690,368	Total Revenues
				EXPENDITURES
				Current
	-	80,507	16,501,005	General government
	-	111,316	93,487,162	Public safety
	-	-	6,150,873	Transportation
	-	1,332,143	12,546,149	Community development
	-	5,278	17,734,480	Culture, leisure and libraries
	-	131,360	4,797,421	Capital Outlay
				Debt Service
	-	-	820,000	Principal
	-	-	501,535	Interest and fiscal charges
	-	1,660,604	152,538,625	Total Expenditures
				EXCESS OF REVENUES OVER (UNDER) EXPENDITURES
	-	(920,759)	25,151,743	
				OTHER FINANCING SOURCES (USES)
	-	-	(36,470,697)	Reimbursement of IUF fees
(1,236,347)	-	-	(1,236,347)	Transfers to Golf Course Fund
	-	971,919	1,609,003	Transfers in
	-	6,188	(7,337,227)	Transfers out
(1,236,347)	978,107		(43,435,268)	Total Other Financing Sources (Uses)
(1,236,347)	57,348		(18,283,525)	NET CHANGE IN FUND BALANCES
1,236,347	484,530		38,340,504	FUND BALANCES, JULY 1, AS PREVIOUSLY STATED
	(208,913)		(208,913)	PRIOR-PERIOD ADJUSTMENT
1,236,347	275,617		38,131,591	FUND BALANCES, JULY 1, AS RESTATED
\$	\$	\$ 332,965	\$ 19,848,066	FUND BALANCES, JUNE 30

**CITY OF OXNARD, CALIFORNIA
GENERAL FUND - 101 - GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2021**

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes				
Property	\$ 61,113,742	\$ 61,113,742	\$ 61,260,103	\$ 146,361
Sales	29,914,872	29,914,872	50,519,063	20,604,191
Transient occupancy	4,786,000	4,786,000	4,267,463	(518,537)
Business license (net of refund)	5,904,500	5,904,500	5,964,716	60,216
Franchise	3,843,679	3,843,679	3,904,884	61,205
Other taxes	706,539	706,539	910,934	204,395
Licenses and permits	2,667,651	3,020,561	3,967,887	947,326
Intergovernmental	2,101,011	2,101,011	6,128,181	4,027,170
Charges for services	14,868,918	15,760,918	15,963,993	203,075
Fines and forfeitures	2,932,504	2,932,504	1,852,220	(1,080,284)
Interest on investments	290,000	290,000	312,031	22,031
Special assessments	70,000	70,000	64,923	(5,077)
Miscellaneous	2,358,430	3,319,295	2,375,654	(943,641)
Total Revenues	131,557,846	133,763,621	157,492,052	23,728,431
EXPENDITURES				
General Government				
Legislative				
City Council	508,611	566,615	513,299	53,316
City Clerk	739,444	776,154	770,197	5,957
Administrative and Support Services				
Billing and licensing	1,104,601	1,104,136	970,792	133,344
City Manager	1,832,082	1,815,964	1,858,639	(42,675)
City Attorney	2,019,589	2,109,711	2,090,155	19,556
Finance	5,064,125	5,406,488	5,486,612	(80,124)
Human resources	2,738,046	2,730,506	2,670,839	59,667
Nondepartmental	3,515,023	1,996,454	1,168,370	828,084
Public Safety				
Police	62,841,663	62,232,638	60,859,256	1,373,382
Fire	20,253,248	22,579,389	24,103,191	(1,523,802)
Transportation systems	5,188,000	5,212,056	4,878,410	333,646
Community Development				
Development services	9,223,904	11,285,177	9,481,346	1,803,831
Economic development and tourism service	70,766	77,766	70,686	7,080
Housing services	376,303	392,926	448,568	(55,642)
Community service	81,493	81,331	75,769	5,562
Culture, leisure and libraries				
Recreation services	6,427,223	6,384,235	5,445,338	938,897
Park and public grounds	7,436,445	7,493,766	7,330,324	163,442
Library services	3,964,490	3,955,309	3,787,242	168,067
Capital outlay	-	656,351	769,753	(113,402)
Principal	1,509,519	1,509,519	1,617,985	(108,466)
Interest and fiscal charges	257,703	257,703	257,703	-
Total Expenditures	135,152,278	138,624,194	134,654,474	3,969,720
EXCESS OF REVENUES OVER EXPENDITURES	(3,594,432)	(4,860,573)	22,837,578	27,698,151

s/b \$0.0

s/b \$1,509,519

GENERAL FUND - 101 - GENERAL FUND (Continued)
BUDGETARY COMPARISON SCHEDULE

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
OTHER FINANCING SOURCES (USES)				
Reimbursement of IUF Fees	\$ -	\$ (5,000,000)	\$ (27,852,712)	\$ (22,852,712)
Transfers in	1,713,671	1,713,671	2,050,086	336,415
Transfers out	(5,558,954)	(5,901,791)	(5,103,343)	798,448
Net Other Financing Sources (Uses)	<u>(3,845,283)</u>	<u>(9,188,120)</u>	<u>(30,905,969)</u>	<u>(21,717,849)</u>
NET CHANGE IN FUND BALANCES	(7,439,715)	(14,048,693)	(8,068,391)	5,980,302
FUND BALANCES, JULY 1	<u>4,679,311</u>	<u>4,679,311</u>	<u>4,679,311</u>	-
FUND BALANCES, JUNE 30	<u>\$ (2,760,404)</u>	<u>\$ (9,369,382)</u>	<u>\$ (3,389,080)</u>	<u>\$ 5,980,302</u>

s/b (\$29,470,697)

s/b (\$24,470,697)

Original ACFR to be Reissued

CITY OF OXNARD, CALIFORNIA
GENERAL FUND - 104 - HALF CENT SALES TAX
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2021

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes				
Sales	\$ 13,179,000	\$ 13,179,000	\$ 17,404,320	\$ 4,225,320
Interest on investments	183,051	183,051	35,581	(147,470)
Miscellaneous	-	-	(52,774)	(52,774)
Total Revenues	<u>13,362,051</u>	<u>13,362,051</u>	<u>17,387,127</u>	<u>4,025,076</u>
EXPENDITURES				
General Government				
Administrative and Support Services				
City Manager	57,329	41,873	41,873	-
Information Technology	883,897	838,220	838,220	-
Nondepartmental	20,161	11,506	11,502	4
Public Safety				
Police	3,250,543	3,194,749	3,194,749	-
Fire	4,632,418	5,352,843	5,218,650	134,193
Transportation systems	519,384	506,716	506,714	2
Community Development				
Development services	287,185	288,828	243,829	44,999
Housing services	1,103,547	2,440,514	893,808	1,546,706
Culture, leisure and libraries				
Recreation services	554,486	355,571	349,908	5,663
Park and public grounds	801,274	742,294	733,614	8,680
Library services	55,534	45,449	44,448	1,001
Capital outlay	174,980	2,758,873	268,213	2,490,660
Principal	(797,985)	(797,985)	(797,985)	-
Interest and fiscal charges	276,266	251,759	243,832	7,927
Total Expenditures	<u>11,819,019</u>	<u>16,031,210</u>	<u>11,791,375</u>	<u>4,239,835</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>1,543,032</u>	<u>(2,669,159)</u>	<u>5,595,752</u>	<u>8,264,911</u>
			s/b \$820,000	s/b (\$1,617,958)
OTHER FINANCING SOURCES (USES)				
Reimbursement of IUF fees	-	-	(1,617,985)	(1,617,985)
Transfers in	(1,514,671)	(1,413,002)	(1,413,002)	-
Transfers out	(2,271,327)	(2,271,327)	(2,271,325)	2
Net Other Financing Sources (Uses)	<u>(3,785,998)</u>	<u>(3,684,329)</u>	<u>(5,302,312)</u>	<u>(1,617,983)</u>
NET CHANGE IN FUND BALANCES	<u>(2,242,966)</u>	<u>(6,353,488)</u>	<u>293,440</u>	<u>6,646,928</u>
FUND BALANCES, JULY 1	<u>18,020,835</u>	<u>18,020,835</u>	<u>18,020,835</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$ 15,777,869</u>	<u>\$ 11,667,347</u>	<u>\$ 18,314,275</u>	<u>\$ 6,646,928</u>

CITY OF OXNARD, CALIFORNIA
GENERAL FUND - 104 - HALF CENT SALES TAX
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2021

CORRECTED

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
REVENUES				
Taxes				
Sales	\$13,179,000	\$13,179,000	\$17,404,320	\$ 4,225,320
Interest on investments	183,051	183,051	35,581	(147,470)
Miscellaneous	-	-	(52,774)	(52,774)
Total Revenues	<u>13,362,051</u>	<u>13,362,051</u>	<u>17,387,127</u>	<u>4,025,076</u>
EXPENDITURES				
General Government				
Administrative and Support Services				
City Manager	57,329	41,873	41,873	-
Information Technology	883,897	838,220	838,220	-
Nondepartmental	20,161	11,506	11,502	4
Public Safety				
Police	3,250,543	3,194,749	3,194,749	-
Fire	4,632,418	5,352,843	5,218,650	134,193
Transportation systems	519,384	506,716	506,714	2
Community Development				
Development services	287,185	288,828	243,829	44,999
Housing services	1,103,547	2,440,514	893,808	1,546,706
Culture, leisure and libraries				
Recreation services	554,486	355,571	349,908	5,663
Park and public grounds	801,274	742,294	733,614	8,680
Library services	55,534	45,449	44,448	1,001
Capital outlay	174,980	2,758,873	268,213	2,490,660
Principal	(797,985)	(797,985)	820,000	(1,617,985)
Interest and fiscal charges	276,266	251,759	243,832	7,927
Total Expenditures	<u>11,819,019</u>	<u>16,031,210</u>	<u>13,409,360</u>	<u>2,621,850</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>1,543,032</u>	<u>(2,669,159)</u>	<u>3,977,767</u>	<u>6,646,926</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	(1,514,671)	(1,413,002)	(1,413,002)	-
Transfers out	(2,271,327)	(2,271,327)	(2,271,325)	2
Net Other Financing Sources (Uses)	<u>(3,785,998)</u>	<u>(3,684,329)</u>	<u>(3,684,327)</u>	<u>2</u>
NET CHANGE IN FUND BALANCES	<u>(2,242,966)</u>	<u>(6,353,488)</u>	<u>293,440</u>	<u>6,646,928</u>
FUND BALANCES, JULY 1	<u>18,020,835</u>	<u>18,020,835</u>	<u>18,020,835</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u><u>\$15,777,869</u></u>	<u><u>\$11,667,347</u></u>	<u><u>\$18,314,275</u></u>	<u><u>\$6,646,928</u></u>

CITY OF OXNARD, CALIFORNIA
GENERAL FUND - 101 - GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
 FOR THE YEAR ENDED JUNE 30, 2021

CORRECTED

	ORIGINAL	FINAL	ACTUAL	VARIANCE
	BUDGET	BUDGET	AMOUNTS	WITH FINAL
REVENUES				BUDGET
Taxes				
Property	\$61,113,742	\$61,113,742	\$61,260,103	\$146,361
Sales	29,914,872	29,914,872	50,519,063	20,604,191
Transient occupancy	4,786,000	4,786,000	4,267,463	(518,537)
Business license (net of refund)	5,904,500	5,904,500	5,964,716	60,216
Franchise	3,843,679	3,843,679	3,904,884	61,205
Other taxes	706,539	706,539	910,934	204,395
Licenses and permits	2,667,651	3,020,561	3,967,887	947,326
Intergovernmental	2,101,011	2,101,011	6,128,181	4,027,170
Charges for services	14,868,918	15,760,918	15,963,993	203,075
Fines and forfeitures	2,932,504	2,932,504	1,852,220	(1,080,284)
Interest on investments	290,000	290,000	312,031	22,031
Special assessments	70,000	70,000	64,923	(5,077)
Miscellaneous	2,358,430	3,319,295	2,375,654	(943,641)
Total Revenues	131,557,846	133,763,621	157,492,052	23,728,431
EXPENDITURES				
General Government				
Legislative				
City Council	508,611	566,615	513,299	53,316
City Clerk	739,444	776,154	770,197	5,957
Administrative and Support Services				
Billing and licensing	1,104,601	1,104,136	970,792	133,344
City Manager	1,832,082	1,815,964	1,858,639	(42,675)
City Attorney	2,019,589	2,109,711	2,090,155	19,556
Finance	5,064,125	5,406,488	5,486,612	(80,124)
Human resources	2,738,046	2,730,506	2,670,839	59,667
Nondepartmental	3,515,023	1,996,454	1,168,370	828,084
Public Safety				
Police	62,841,663	62,232,638	60,859,256	1,373,382
Fire	20,253,248	22,579,389	24,103,191	(1,523,802)
Transportation systems	5,188,000	5,212,056	4,878,410	333,646
Community Development				
Development services	9,223,904	11,285,177	9,481,346	1,803,831
Economic development and tourism services	70,766	77,766	70,686	7,080
Housing services	376,303	392,926	448,568	(55,642)
Community service	81,493	81,331	75,769	5,562
Culture, leisure and libraries				
Recreation services	6,427,223	6,384,235	5,445,338	938,897
Park and public grounds	7,436,445	7,493,766	7,330,324	163,442
Library services	3,964,490	3,955,309	3,787,242	168,067
Capital outlay	-	656,351	769,753	(113,402)
Principal	1,509,519	1,509,519	-	1,509,519
Interest and fiscal charges	257,703	257,703	257,703	-
Total Expenditures	135,152,278	138,624,194	133,036,489	5,587,705
EXCESS OF REVENUES OVER EXPENDITURES	(3,594,432)	(4,860,573)	24,455,563	29,316,136

GENERAL FUND - 101 - GENERAL FUND (Continued)
BUDGETARY COMPARISON SCHEDULE

CORRECTED

	ORIGINAL	FINAL	ACTUAL	VARIANCE
	BUDGET	BUDGET	AMOUNTS	WITH FINAL
OTHER FINANCING SOURCES (USES)				BUDGET
Reimbursement of IUF Fees	\$-	\$(5,000,000)	\$(29,470,697)	\$(24,470,697)
Transfers in	1,713,671	1,713,671	2,050,086	336,415
Transfers out	(5,558,954)	(5,901,791)	(5,103,343)	798,448
Net Other Financing Sources (Uses)	<u>(3,845,283)</u>	<u>(9,188,120)</u>	<u>(32,523,954)</u>	<u>(23,335,834)</u>
NET CHANGE IN FUND BALANCES	<u>(7,439,715)</u>	<u>(14,048,693)</u>	<u>(8,068,391)</u>	<u>5,980,302</u>
FUND BALANCES, JULY 1	<u>4,679,311</u>	<u>4,679,311</u>	<u>4,679,311</u>	<u>-</u>
FUND BALANCES, JUNE 30	<u>\$(2,760,404)</u>	<u>\$(9,369,382)</u>	<u>\$(3,389,080)</u>	<u>\$5,980,302</u>



AUDIT REPORT FOR FYE JUNE 30, 2021



City Council Meeting | February 15, 2022



AGENDA

2

- 3 Independent Auditor's Opinion
- 4 ACFR Highlights
- 8 Revenues - General Fund Group
- 9 Expenditures - General Fund Group
- 10 General Fund Group Combining Schedule
- 11 Critical Audit Matters



INDEPENDENT AUDITOR'S OPINION

3

“Clean Opinion”
for June 30, 2021
see pages 1 – 4 of ACFR

ACFR HIGHLIGHTS - Net Position (\$ millions)

4

2021

Net Position,
\$2,244

Assets and Deferred Outflows
of Resources, \$3,147

Liabilities and
Deferred Inflows of
Resources, \$903

2020

Net Position,
\$2,212

Assets and Deferred Outflows
of Resources, \$3,057

Liabilities and
Deferred Inflows of
Resources, \$845

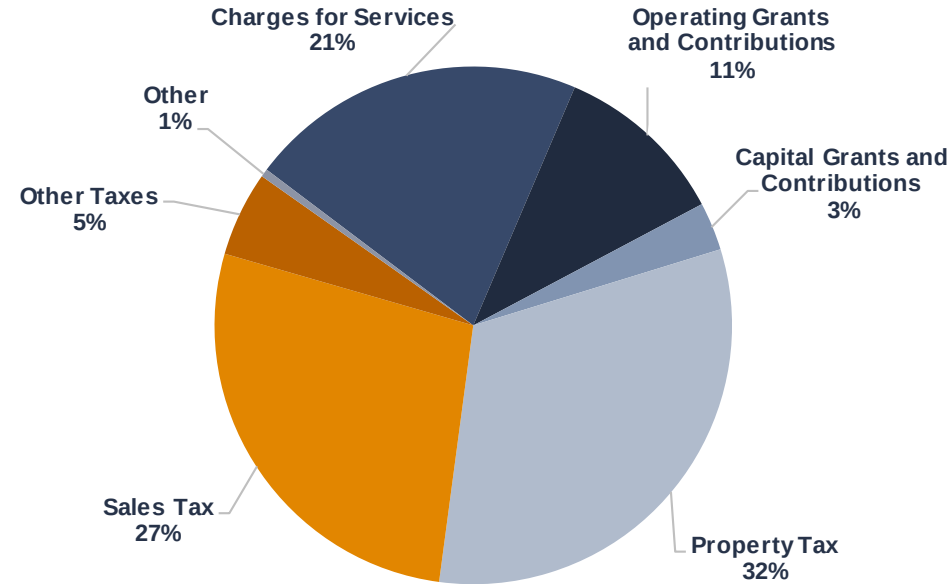


ACFR HIGHLIGHTS

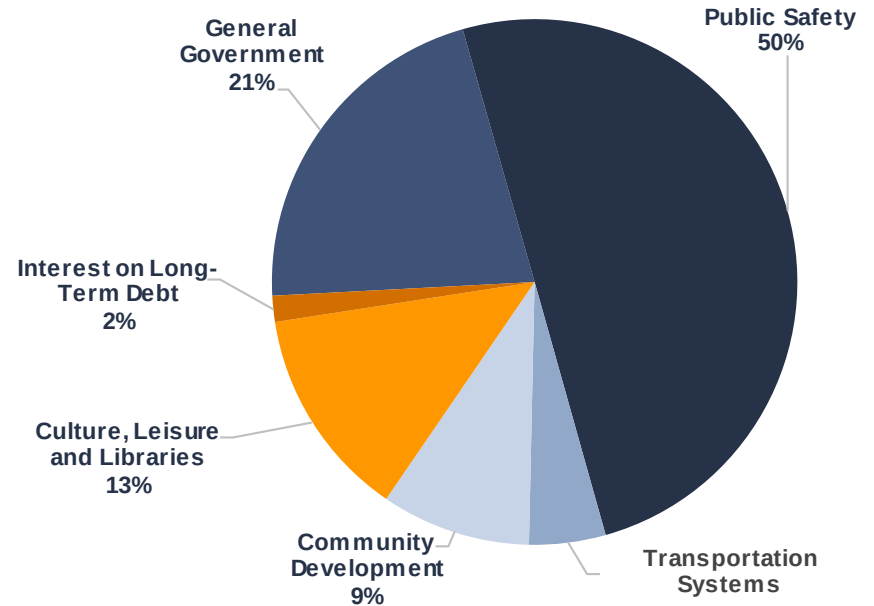
Governmental Activities Revenues & Expenses

5

Revenues - Governmental Activities



Expenses - Governmental Activities





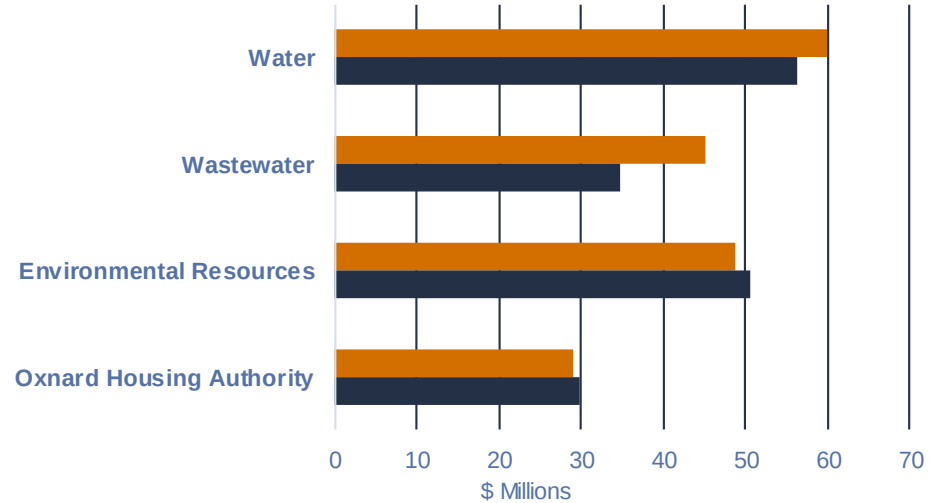
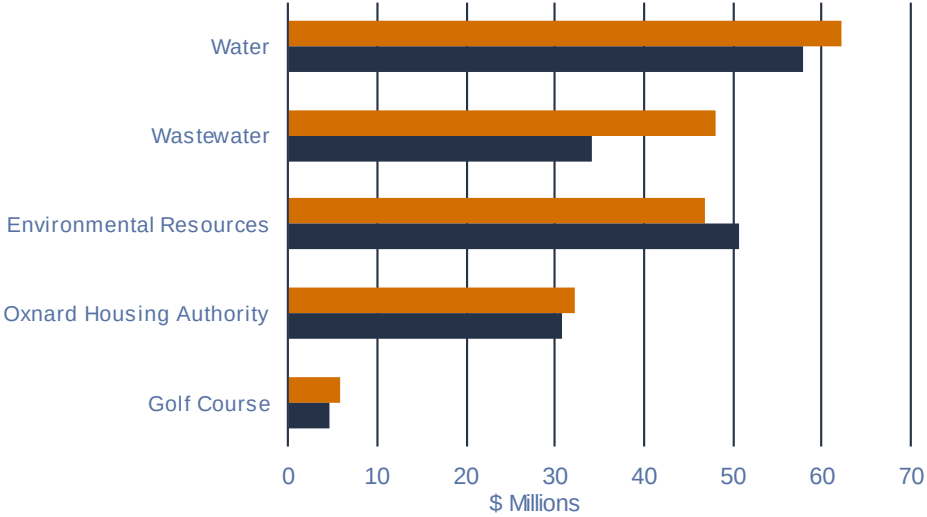
ACFR HIGHLIGHTS - (\$ millions)

Business-Type Activities Revenues & Expenses

6

2021

2020

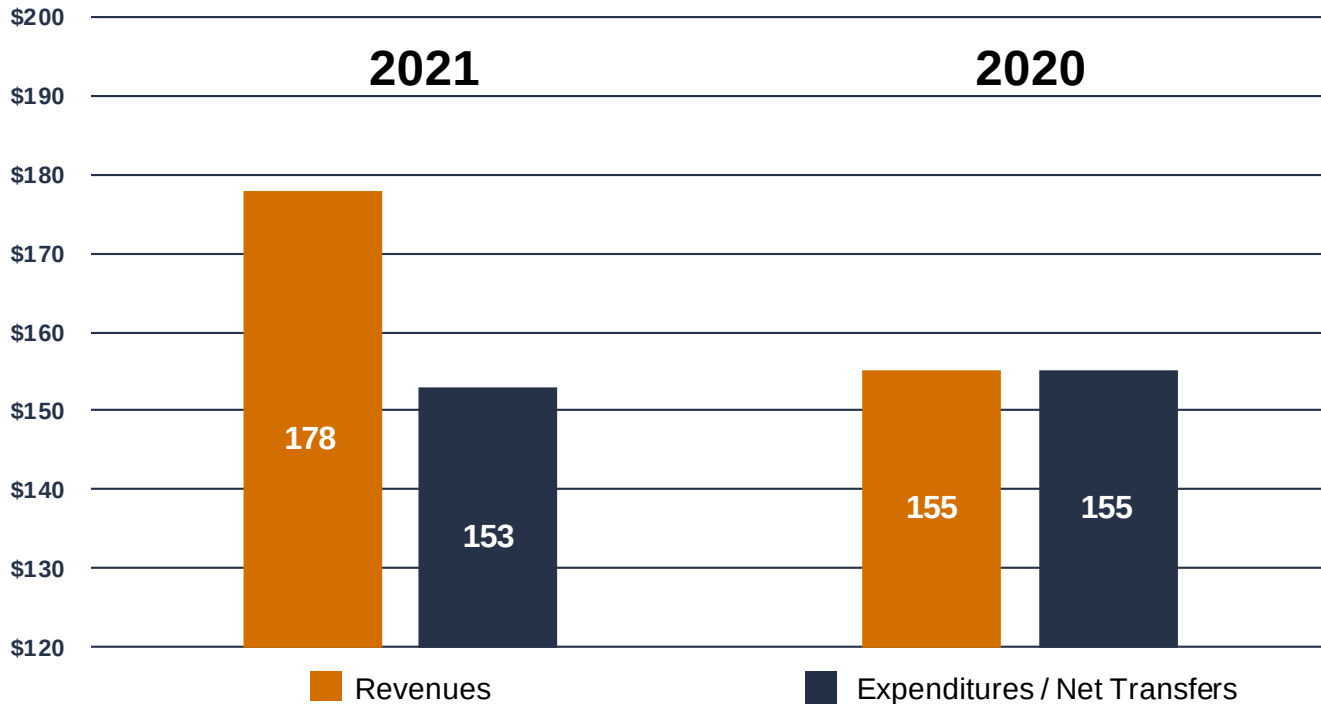


Revenues

Expenses

ACFR HIGHLIGHTS - General Fund Group (\$ millions)

7

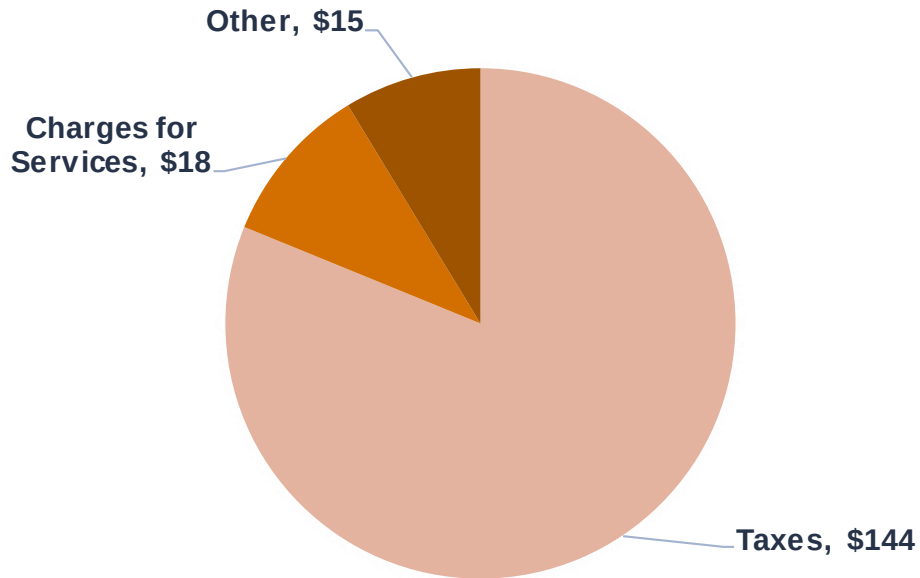




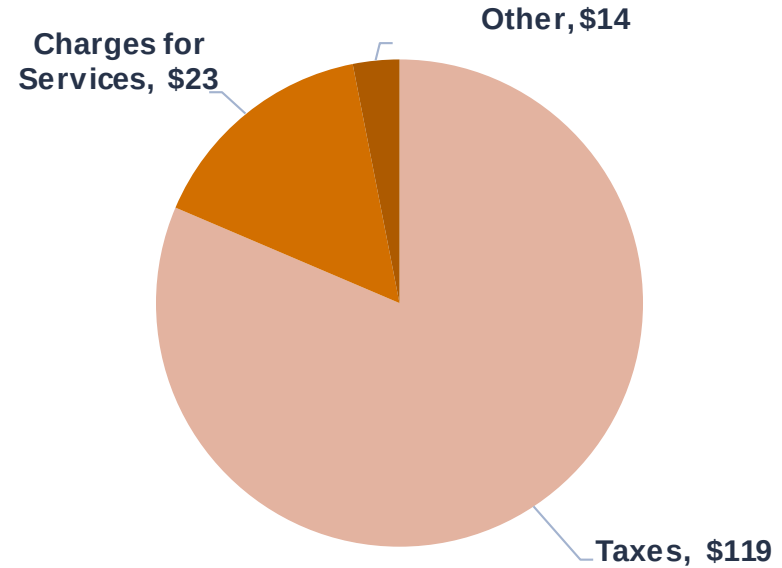
REVENUES – General Fund Group (\$ millions)

8

2021



2020

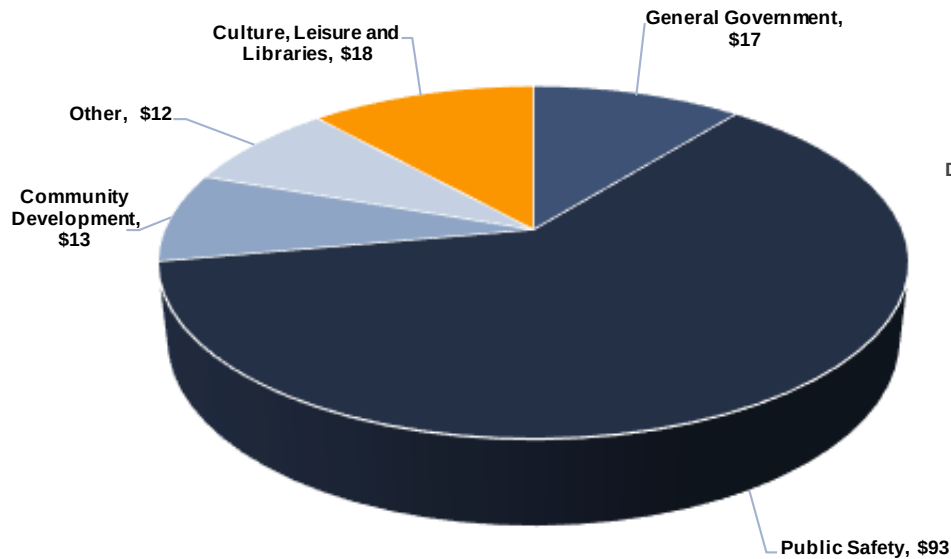




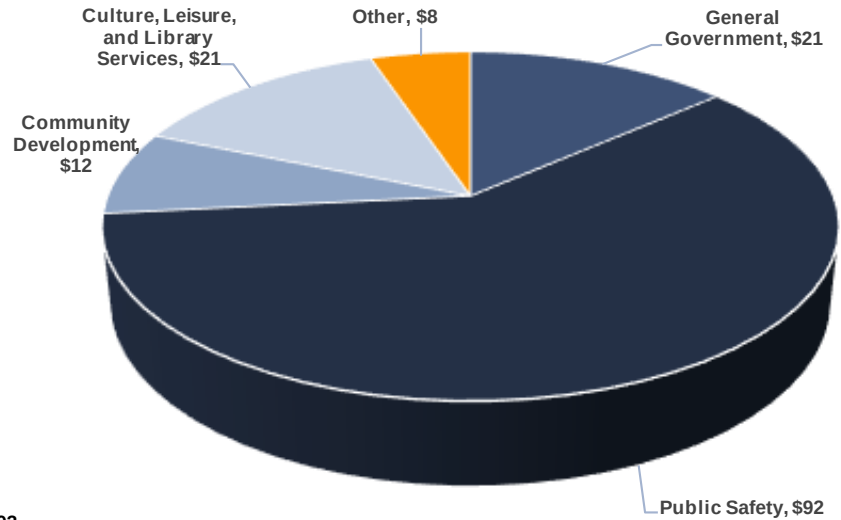
EXPENDITURES - General Fund (\$ millions)

9

2021



2020





GENERAL FUND GROUP COMBINING SCHEDULE

(in thousands)

10

	101 - General Fund	104 - Half Cent Sales Tax	105 - Street Maintenance	641 - Performing Arts Center	651 - Golf Course	Other*	Total
Assets	\$ 47,752	\$ 13,909	\$ 12,593	\$ 8	\$ -	\$ 1,972	\$ 76,234
Liabilities & Deferred Inflows	\$ 51,141	\$ (4,405)	\$ 8,011	\$ -	\$ -	\$ 1,639	\$ 56,386
Fund Balances	<u>\$ (3,389)</u>	<u>\$ 18,314</u>	<u>\$ 4,582</u>	<u>\$ 8</u>	<u>\$ -</u>	<u>\$ 333</u>	<u>\$ 19,848</u>
Revenues	\$ 157,492	\$ 17,387	\$ 2,058	\$ 13	\$ -	\$ 740	\$ 177,690
Total Expenditures	\$ (133,036)	\$ (13,409)	\$ (4,394)	\$ (38)	\$ -	\$ (1,661)	\$ (152,538)
Other Financing Sources (Uses)	\$ (32,524)	\$ (3,684)	\$ (7,000)	\$ 31	\$ (1,236)	\$ 978	\$ (43,435)
Net Changes in Fund Balances	<u>\$ (8,068)</u>	<u>\$ 293</u>	<u>\$ (9,335)</u>	<u>\$ 6</u>	<u>\$ (1,236)</u>	<u>\$ 57</u>	<u>\$ (18,283)</u>

* Other funds include: General Fund Carryover (102), Oxnard Police Department (OPD) Training (103), Stormwater Management (114), Payroll Clearing Trust (542), Carnegie Art Trust (543), Housing Payroll Trust (545), OPD Property Room Trust (551), City Corps Trust (555), and Contributions/Donations Trust (571).

Schedule might not foot due to rounding.



CRITICAL AUDIT MATTERS

11



Accounting estimates

- Allowances for doubtful accounts
- Pension & OPEB
- Self-insurance claims payable
- Depreciation expense and accumulated depreciation



Significant disclosures

- Deficit fund balances
- Prior-period adjustments
- Pension & OPEB related
- Commitments and contingencies, risks and uncertainties, and subsequent events



CRITICAL AUDIT MATTERS

12

- Challenges encountered during audit
- Audit adjustments
- New accounting pronouncements
 - GASB 84, Fiduciary Activities
 - GASB 98, The Annual Comprehensive Financial Report
- Other audit findings
 - Internal control report – tentative March 2022
 - IT assessment & vulnerability scan

THANK
YOU!

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CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.3

DATE: March 1, 2022

TO: City Council

FROM: Betsy George, Chief Financial Officer, 805-200-5400, betsy.george@oxnard.org

SUBJECT: FY 2021-22 Budget Mid-Year Review. (0/10/5)

RECOMMENDATION

That City Council:

1. Receive an update on the FY 2021-22 revenue and expenditure projections for major funds;
2. Approve a budget appropriation request in the amount of \$1,000,000 to Public Liability Fund (701) and \$162,947 to Workers' Compensation Fund (702) for an overall total appropriation of \$1,162,947;
3. Adopt a resolution approving amendments to the Position Control Resolution; and
4. Adopt a resolution approving amendments to the Classification and Salary Schedule Resolution.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/9mBwVhVj0mU>

BACKGROUND

Numerical values included in the narrative below may not add due to rounding.

DISCUSSION

General Fund (101)

Revenues: Fiscal Year (FY) 2021-22 General Fund revenues are now projected at \$202.2 million, up \$2.7 million from the revised budget of \$199.6 million. The increase primarily results from four main factors: a \$4.9 million increase in the projection for sales tax revenues; a \$0.9 million increase in projection of property tax and deed transfer tax revenues; a \$1.3 million increase in the projection for other revenue; and an offsetting \$4.4 million decrease in revenue from fees and charges due to the EMS implementation delay.

The General Fund sales tax revenue projections, which include the 1% Bradley Burns sales tax and 1.5% Measure E sales and use tax, are being increased from \$88.4 million to \$93.3 million, a \$4.9 million higher amount based on strong sales tax quarters in the second half of 2021. Compared to projections made in Spring 2021, the City anticipates slight growth in property and deed transfer tax of approximately 1.1% or \$0.9 million based on increased assessed valuations. A \$1.3 million increase in other revenue is attributable to \$0.9 million of Wildland Fire reimbursement and one-time reimbursement for the Rose IFD Developer Agreement of \$0.4 million. While the categories of General Fund revenues just described are anticipated to rise in total by \$7.1 million, there is an offsetting \$4.4 million loss in fees and charges for services due to a delay in implementing EMS services.

Expenditures: FY 2021-22 General Fund expenditures are now projected at \$184.8 million, \$17.3 million dollars below

the revised budget total of \$202.1 million. The decrease in estimated expenditures primarily results from three main factors: \$4.1 million of anticipated net personnel savings due to unfilled positions, \$6.4 million in reduced operating costs (of which \$5.5 million is due to the EMS delay), and \$6.8 million of anticipated carryover to FY 2022-23 for multi-year projects that had projected spending in FY 2021-22 that is now anticipated to occur in future fiscal years.

Available Fund Balance: The FY 2021-22 General Fund Adopted Budget assumed a starting fund balance at July 1, 2021, of \$20.8 million, or 10.4% of expenditures plus transfers out. The actual fund balance proved to be somewhat higher at \$29.3 million, primarily due to actual FY 2020-21 sales tax revenue, fees, and other revenues coming in higher than estimated.

The City's mid-year projections for General Fund revenues (\$202.2 million) and expenditures including transfers out (\$184.8 million) would result in a FY 2021-22 net operating surplus of \$17.4 million. Adding the projected net operating surplus of \$17.4 million to the starting fund balance of \$29.3 million and subtracting \$6.8 million projected carryover committed for multi-year projects yields a projected ending fund balance at June 30, 2022, of \$39.9 million, or 21.6% of expenditures and transfers out. Of the \$39.9 million projected ending fund balance, \$19.5 million is committed for reimbursing the City's Utility Enterprise Funds for prior years' Infrastructure Use Fees (IUF).

For additional detail, refer to the General Fund Tables in the attached Powerpoint presentation (slides 4 & 5).

Measure O (Half-Cent Sales Tax) Fund (104)

Revenues: FY 2021-22 Measure O Fund revenues are now projected at \$20.0 million, up \$0.7 million from the revised budget of \$19.3 million. The increase is a result of higher projected sales and use tax revenue based on the most recent two strong sales quarters of 2021.

Expenditures: FY 2021-22 Measure O Fund expenditures are now projected at \$20.0 million, about \$2.0 million (or 9.7%) lower than the revised budget of \$22.2 million. Of the \$2.0 million reduction, approximately \$0.2 million is the anticipated annual operational savings resulting mostly from vacancy savings for programs such as College Parks, Safe Home Safe Family and lower recreational activities impacted by the Omicron surge (such as PAL and Preschool to You). The remaining reduction represents \$1.8 million that will be carried over to FY2023 for one-time projects.

Available Fund Balance: The FY 2021-22 Measure O Fund Adopted Budget assumed a starting fund balance at July 1, 2021 of \$5.8 million. The actual fund balance proved to be higher at \$11.4 million, primarily due to unspent capital appropriations and multi-year projects that are carried out to future years.

Updated FY 2021-22 projections for Measure O Fund revenues (\$20.0 million) and expenditures (\$20.0 million) would result in a slight deficit for the FY 2021-22 operating budget. Subtracting anticipated carryover of \$1.8 million from the starting fund balance of \$11.4 million yields a projected available ending fund balance at June 30, 2022, of \$9.5 million.

For additional detail, refer to the Measure O Fund table in the attached PowerPoint presentation (slide 6).

Water Funds (601 & related)

Revenues: FY 2021-22 Water Fund revenues are now projected at \$68.6 million, down \$1.9 million from revised budget of \$70.6 million. The decrease is primarily a result of \$1.3 million projected decline in Fees and Charges due the IUF related rate reduction, \$0.2 million lower interest earnings, and \$0.4 million lower fines and forfeitures as certain fines and penalties continue to be temporarily suspended due to the COVID-19 pandemic.

Expenditures: FY 2021-22 Water Fund expenditures are now projected at \$92.1 million, lower by \$54.7 million (37.2%) compared to the revised budget of \$146.8 million. The decrease in estimated expenditures is primarily a result of \$4.9 million in operational savings, which includes supplies, services, and chemical purchases and \$49.8 million in spending on capital projects initially budgeted for the current fiscal year that are now projected to occur in future fiscal years.

Available Fund Balance: The FY 2021-22 Adopted Budget assumed a starting fund balance for the Water Fund at July 1, 2021, of \$67.6 million. The actual fund balance proved to be somewhat higher at \$83.9 million, primarily due to the 2021A Water Refunding Bond proceeds.

The FY 2021-22 projections explained above for Water Fund revenues (\$68.6 million) and expenditures (\$92.1 million) would result in net annual activity of a negative \$23.5 million of which \$18.3 million in capital project expenses will be funded with 2021A Water Refunding Bond Proceeds received in FY 2020-21. The 2021A bond proceeds are included in the \$83.9 million starting fund balance. Subtracting the projected negative net operating activity of \$23.5 million from the starting fund balance of \$83.9 million and subtracting \$37.0 million projected carryover of multi-year commitments yields a projected available ending fund balance at June 30, 2022, of \$23.4 million, or 25.5% of expenditures plus transfers out.

For additional detail, refer to the Water Funds table in the attached PowerPoint presentation (slide 7).

Wastewater Funds (611, 621 & related)

FY 2021-22 Wastewater Fund revenues are now projected at \$52.4 million, down by \$22.0 million from the revised budget of \$74.4 million. Of the \$22.0 million decrease, \$21.7 million is a delayed draw-down from the State Revolving Fund (SRF) Loan. Projects funded from the loan will carryover to FY 2022-23; both spending and draw-down will occur in later years. The remaining \$0.3 million decline is the result of IUF related rate adjustment and lower projected interest earnings.

Expenditures: FY 2021-22 Wastewater Fund expenditures are now projected at \$39.2 million, lower by \$66.6 million (63%) from the revised budget of \$105.9 million. The decrease in estimated expenditures results almost entirely from capital projects budgeted for the current fiscal year, the spending for which is now projected to occur in future fiscal years, plus \$2.0 million of reduced operating costs for professional services, supplies, and chemicals.

Available Fund Balance: The FY 2021-22 Adopted Budget assumed a starting fund balance for the Wastewater Fund at July 1, 2021, of \$58.0 million. The actual fund balance proved to be higher, at \$63.9 million, due primarily to unspent capital appropriations. The beginning fund balance of \$63.9 million excludes the \$28.5 million of unspent capital appropriations and FY 2020-21 carryover for the SRF Loan which will be drawn- down based on future spending on those capital projects.

The FY 2021-22 projections explained above for Wastewater Fund revenues (\$52.4 million) and expenditures (\$39.2 million) would result in net annual activity of \$13.2 million. Adding the projected net annual activity during FY 2021-22 of \$13.2 million to the starting fund balance at July 1, 2021 of \$63.9 million and then subtracting the \$14.0 million of projected carryover (again this excludes SRF) yields a projected ending available fund balance at June 30, 2022 of \$63.1 million, which represents 160.7% of annual expenditures.

For additional detail, refer to the Wastewater Funds table in the attached PowerPoint presentation (slide 8).

Environmental Resources Funds (631 & related)

FY 2021-22 Environmental Resources Fund revenues are now projected at \$61.1 million, up \$7.7 million from the revised budget of \$53.4 million. Of the \$7.7 million increase, \$10.2 million is a result of a draw-down for the acquisition of refuse trucks funded through an equipment Line of Credit. The increased revenue from the Line of Credit is anticipated to be offset by \$2.5 million in lower operating revenues. The \$2.5 million projected decline is a result of \$0.9 million from the IUF related rate reduction, \$1.2 million of lower Materials Recovery Facility (MRF) recycled commodity sales and tipping fees, and \$0.4 million lower interest earnings and lower fines and forfeitures as certain fines and penalties continue to be temporarily suspended due to the COVID-19 pandemic.

Expenditures: FY 2021-22 Environmental Resources Fund expenditures are now projected at \$69.3 million, down \$10.8 million (13.5%) from the revised budget total of \$80.1 million. The decrease in estimated expenditures primarily results from \$7.8 million of capital projects budgeted for the current fiscal year, the spending for which will now occur in future fiscal years, plus \$3.0 million of reduced operational costs for green waste processing, recycling buybacks, waste hauling supplies, and savings from supplies, machinery, and equipment contracts.

Available Fund Balance: The FY 2021-22 Adopted Budget assumed a starting fund balance for the Environmental Resources Fund at July 1, 2021, of \$33.0 million. The actual fund balance was \$33.2 million.

The FY 2021-22 projections explained above for Environmental Resources Fund revenues (\$61.1 million) and expenditures (\$69.3 million) would result in net annual activity during FY 2021-22 of a negative (\$8.2) million. Subtracting the projected net FY 2021-22 operating deficit of \$8.2 million from the starting fund balance at July 1, 2021 of \$33.2 million and subtracting the \$7.8 million projected unspent capital appropriations to be carried over into FY 2022-23 yields a projected ending available fund balance at June 30, 2022 of \$17.2 million, which represents 25% of annual expenditures.

For additional detail, refer to the Environmental Resources Funds table in the attached PowerPoint presentation (slide 9).

Recommended \$1.0 million appropriation for Public Liability Fund (701)

The Human Resources Department is requesting a \$1.0 million appropriation from the available fund balance of the Public Liability Fund due to a significant increase in liability insurance premium in FY 2021-22 and the settlement of a litigation matter.

Recommended \$0.16 million appropriation for Workers' Compensation Fund (702)

The Human Resources Department is requesting a \$162,947 appropriation from the available fund balance of the Workers Compensation Fund due to increased State of California self-insurance fees as a result of increased claims payments during 2021-22.

Position Control Resolution

Staff requests the following edits to the Position Control Resolution, which lists the City's positions:

1. City Manager's Office: add one Management Analyst II. This position will primarily serve as the City's public records advocate. No budget adjustment is needed. (This will be absorbed by the available FY 2021-22 budget).
2. Cultural and Community Services Department-Library: reclassification of one Library Circulation Supervisor to Library Services Supervisor. This is a revision to the title that was added in the FY 2021-22 Adopted Budget. No budget adjustment is needed (will be absorbed by the available FY 2021-22 budget).
3. Department of Billing & Licensing: reclassification of one Customer Service Rep II to Sr. Customer Service Representative. An increase in more complicated collections/taxation as a result of three years' back billing for business taxes with approximately 5,000-6,000 needing to be processed with more to be identified in future years. These transactions require a higher level of expertise with sensitive and confidential data from state agencies. In addition, these transactions often bring a higher level of customer interaction and resistance. No budget adjustment is needed (will be absorbed by the available FY 2021-22 budget).
4. Finance Department: one position reclassification and one new authorization within the Finance Department is required. A reclassification of the vacant Financial Analyst II position to an Accountant III position (no change in salary range) to better meet the needs of the General Accounting Division. The Accountant III will be responsible for complex accounting transactions. One new Accountant II is needed for additional General Accounting Division support. No budget adjustment is needed (will be absorbed by the available FY 2021-22 budget).
5. Police Department: reclassification of 28 Police Officer III's to Police Corporal (no change in salary range) and reclassification of one Police Word Processor III to Police Records Supervisor due to increased job duties. No budget adjustment is needed (will be absorbed by the available FY 2021-22 budget).
6. Public Works Department-Fleet Division: reclassification of one Customer Service Rep I to Account Clerk II. The duties performed by this position are consistent with the Account Clerk classification. No budget adjustment is needed (will be absorbed by the available FY 2021-22 budget).

Classification and Salary Schedule Resolution

Staff requests the following edits to the Classification and Salary Schedule Resolution:

1. Establish salary range for new Accountant III and Police Corporal positions described under "Position Control Resolution" above

2. Increase hourly rate for Crossing Guard due to increase in minimum wage
3. Establish salary range for Homeless Programs Assistant (position was added in the FY 2021-22 Adopted Budget; this action is needed to correct omission from salary range resolution)
4. Increase salary range for Public Safety Trainee to be more comparable to surrounding agencies

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 financial impact of each recommended action is spelled out in the Discussion section that describes that action.

COMMITTEE OUTCOME

This item will be going to the Finance and Governance Committee on February 22, 2022, and this report will be published at the same time as the February 22, 2022, agenda. Any recommended changes from the Finance and Governance Committee will be shared with Council during its meeting.

Prepared by: Beth Vo, Budget Manager, Tanya Williams, Financial Analyst III

ATTACHMENTS

1. Budget Appropriation FY21-22 Mid-Year-3.1.22
2. Amended Classification and Salary Schedule Resolution
3. Amended Position Control Resolution
4. FY21-22 Budget Mid-Year Review Presentation

REQUEST FOR BUDGET APPROPRIATION

Department: Finance
Project/Program
Manager: Betsy George

Date: March 1, 2022
Phone: (805) 200-5400

Reason for Appropriation:

FY21-22 Mid-year adjustment / appropriations

Accounts and Descriptions

AMOUNT

Fund: 701-PUBLIC LIABILITY & PROPERTY DAMAGE

Expenditures/Transfers Out

RISK MANAGEMENT (1704)

701-1704-852.82-51 LIABILITY CLAIMS EXPENSE 1,000,000

Sub-total Expenditures 1,000,000

Net Change to Fund Balance (1,000,000)

Fund: 702-WORKERS' COMPENSATION FUND

Expenditures/Transfers Out

WORKERS' COMPENSATION (1702)

702-1702-856.83-71 TAXES AND FILING FEES 162,947

Sub-total Expenditures 162,947

Net Change to Fund Balance (162,947)

Net Appropriation Change 1,162,947

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,471 AUTHORIZING AND APPROVING CLASSIFICATION AND SALARY
SCHEDULES PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND
REGULATIONS

WHEREAS, Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing all classes of positions in the general city service be established by resolution of the City Council; and,

WHEREAS, Chapter 4, Article 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and,

WHEREAS, Chapter 4, Article 4.8 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager shall recommend to the City Council the creation of a new or additional position allocated to an existing class whenever possible; otherwise, the City Manager shall recommend to the City Council the creation of a new classification; and,

WHEREAS, Chapter 4, Article 4.9 of the City of Oxnard Personnel Rules and Regulations requires City Council approval to establish a new classification title and salary range.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit “A” of Resolution No. 15,471 in accordance with Chapter 4, Articles 4.5, 4.7, 4.8 and 4.9 of the City of Oxnard Personnel Rules and Regulations, by adding the following five (5) classifications and establishing salary ranges for those classifications effective March 1, 2022:

Salary Grade	Classification Title	FLSA Status	Union Code	Compensation Frequency	Hourly (H)/Salary (S) Range
M22	Accountant III	E	OMMA	Salaried	\$61,998.14 - \$103,881.65 (S)
A00	Crossing Guard	N	SEIU	Hourly	\$15.2484 - \$23.6552 (H)
A40	Homeless Programs Assistant	N	SEIU	Hourly	\$21.9559 - \$34.0609 (H)
P99	Police Corporal	N	OPOA	Hourly	\$38.5906 - \$49.4878 (H)
X51	Public Safety Trainee	N	UNREP.	Hourly	\$34.9343 (H)

PASSED AND ADOPTED this 1st day of March, 2022, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,470 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS
PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and

WHEREAS, the City Council has reviewed the revisions and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Resolution No. 15,470 with the following changes to the adopted FY 21/22 position allocations as specified:

<u>Department</u>	<u>Title</u>	<u>Adopted 21/22</u>	<u>Proposed Change</u>	<u>New Allocation</u>
City Manager	Management Analyst II (Public Records Advocate)	0	1	1
Cultural & Community Services	Library Circulation Supervisor	1	-1	0
	Library Services Supervisor	0	1	1
Dept. of Billing & Licensing	Customer Service Rep II	8	-1	7
	SR. Customer Service Rep	1	1	2
Finance	Accountant II	2	1	3
	Financial analyst II	3	-1	2
	Accountant III	0	1	1
Police	Police Officer III	28	-28	0
	Police Corporal	0	28	28
	Police Word Processor III	1	-1	0
	Police Records Supervisor	1	1	2
Public Works:				
Fleet	Customer Service Rep I	1	-1	0
	Account Clerk II	0	1	1

GRAND TOTAL		44	2	46
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PASSED AND ADOPTED this 1st day of March, 2022, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

FY 2021-22 BUDGET MID-YEAR REVIEW

City Council Meeting

March 1, 2022

Betsy George, Chief Financial Officer

That City Council:

1. Receive an update on the FY 2021-22 revenue and expenditure projections for major funds;
2. Approve a budget appropriation request in the amount of \$1,000,000 to Public Liability Fund (701) and \$162,947 to Workers' Compensation Fund (702) for an overall total appropriation of \$1,162,947;
3. Adopt a resolution approving amendments to the position control resolution; and
4. Adopt a resolution approving amendments to the classification and salary schedule resolution.

GENERAL FUND (101) SUMMARY (IN MILLIONS)

3

	FY21-22 Revised Budget (Oct. 2021)	FY21-22 Year- End Estimates	\$ Change	% Change
Beginning Available Fund Balance, July 1, 2021	\$29.3	\$29.3		
Revenues:				
Property Tax & Transfer Tax	64.2	65.2	0.9	1.5%
Sales Tax - Measure E	51.9	53.8	1.9	3.7%
Sales Tax	36.6	39.6	3.0	8.3%
Franchise Tax	3.9	4.1	0.1	3.8%
Business License Tax	6.3	6.1	(0.2)	-3.0%
Transient Occupancy Tax	4.6	4.7	0.2	4.3%
Other Non-Tax Revenues	32.2	28.8	(3.4)	-10.5%
Total Revenues	199.6	202.2	2.7	1.3%
Expenditures by Category:				
Police	70.8	67.9	(2.9)	-4.1%
Fire	31.7	29.8	(1.9)	-5.9%
Cultural & Community Services	13.6	12.	(1.6)	-12.1%
Public Works	23.1	22.3	(0.8)	-3.5%
Administrative Departments	34.3	30.3	(4.0)	-11.7%
Non-Departmental & Transfers	28.7	22.6	(6.1)	-21.2%
Total Expenditures	202.1	184.8	(17.3)	-8.6%
Net Annual Activity Surplus/(Deficit)	(2.6)	17.4		
Carryover (One-Time Projects) to FY22-23		6.8		
Projected Ending Available Fund Balance, June 30, 2022	26.74	39.92		
Projected Fund Balance as a % of Expenditures	13.2%	21.6%		
Target Reserve Level	12%	12%		

GENERAL FUND (101) REVENUES (IN MILLIONS)

4

	FY21-22 Revised Budget (Oct. 2021)	FY21-22 Year-End Estimates	\$ Change	% Change
Beginning Available Fund Balance, July 1, 2021	\$29.3	\$29.3		
Revenues:				
01-PROPERTY TAX	63.5	64.2	0.7	1.1%
02A-SALES TAX - MEASURE E	51.9	53.8	1.9	3.7%
02-SALES TAX	36.6	39.6	3.0	8.3%
03-FRANCHISES	3.9	4.1	0.1	3.8%
04-BUSINESS LICENSE TAX	6.3	6.1	-0.2	-3.0%
05-TRANSIENT OCCUPANCY TAX	4.6	4.7	0.2	4.3%
06-DEED TRANSFER TAX	0.7	1.0	0.2	32.7%
07-BLDG FEES/PERMITS	1.7	1.9	0.2	10.6%
08-INTERGOVERNMENTAL	2.3	2.4	0.1	6.1%
09-FEES/CHARGES	11.2	6.8	-4.4	-39.3%
10-FINES/FORFEITURES	2.5	2.5	0.0	-1.1%
12-INDIRECT COST REIMB	8.3	8.3	0.0	0.0%
13-INTEREST	1.3	0.8	-0.4	-33.7%
15-TRANSFERS IN	1.7	1.7	0.0	-1.8%
16-OTHER REVENUE	2.9	4.2	1.3	43.6%
17-SPECIAL ASSESSMENTS	0.3	0.2	-0.1	-28.7%
Total Revenues	199.6	202.2	2.7	1.3%

GENERAL FUND (101) EXPENDITURES (IN MILLIONS)

5

	FY21-22			
	Revised Budget (Oct. 2021)	FY21-22 Year- End Estimates	\$ Change	% Change
Expenditures by Department:				
CCS - LIBRARY	4.8	4.6	-0.1	-3.0%
CCS - RECREATION	8.8	7.3	-1.5	-17.0%
CITY ATTORNEY	2.8	2.6	-0.3	-9.4%
CITY CLERK	0.7	0.7	0.0	0.2%
CITY COUNCIL	0.6	0.7	0.0	4.7%
CITY MANAGER	2.5	2.2	-0.3	-11.7%
COMMUNITY DEVELOPMENT	13.8	12.0	-1.8	-13.2%
DEPARTMENT OF BILLING & LICENSING	1.5	1.3	-0.2	-11.3%
FINANCE	6.8	6.0	-0.8	-11.5%
FIRE	31.7	29.8	-1.9	-5.9%
HOUSING	2.2	1.6	-0.6	-29.0%
HUMAN RESOURCES	3.4	3.3	-0.1	-2.2%
NON-DEPARTMENTAL	28.7	22.6	-6.1	-21.2%
POLICE	70.8	67.9	-2.9	-4.1%
PW - ADMINISTRATIVE SERVICES	0.3	0.3	0.0	-2.8%
PW - CONSTRUCTION AND DESIGN SERVICES	3.1	2.7	-0.3	-10.4%
PW - GENERAL SERVICES	16.0	15.9	-0.2	-0.9%
PW - TRAFFIC ENG. & OPERATIONS	3.7	3.4	-0.3	-8.7%
Total Expenditures	202.1	184.8	-17.3	-8.6%

MEASURE O FUND 104 (IN MILLIONS)

6

	FY21-22 Revised Budget (Oct. 2021)	FY21-22 Year- End Estimates	\$ Change	% Change
Beginning Available Fund Balance, July 1, 2021	\$11.4	\$11.4		
Revenues:				
Half Cent Sales Tax	17.3	18.0	0.7	4.0%
General Fund Loan Payment	1.9	1.9	0.0	0.0%
Interest Income	0.1	0.1	0.0	0.0%
Total Revenues	19.3	20.0	0.7	3.6%
Expenditures by Category:				
Other Community Improvements	3.4	1.5	-1.9	-54.9%
Parks & Open Spaces	4.0	3.8	-0.3	-6.4%
Public Safety & Gang Prevention	12.6	12.5	0.0	-0.2%
Traffic & Road Improvements	2.2	2.2	0.0	0.0%
Total Expenditures	22.2	20.0	-2.1	-9.7%
Net Annual Activity	-2.9	-0.1		
Carryover (One-Time Projects) to FY22-23		1.8		
Projected Ending Available Fund Balance, June 30, 2022	8.5	9.5		

WATER FUNDS (IN MILLIONS)

7

	FY21-22 Revised Budget (Oct. 2021)	FY21-22 Year-End Estimates	\$ Change	% Change
Beginning Available Fund Balance, July 1, 2021	\$83.9	\$83.9		
Revenues:				
09-FEES/CHARGES	62.1	60.8	-1.3	-2.1%
10-FINES/FORFEITURES	0.5	0.1	-0.4	-83.2%
13-INTEREST	2.6	2.4	-0.2	-8.6%
15-TRANSFERS IN	0.2	0.2	0.0	0.0%
PROCEEDS - SALE OF BONDS	0.0	0.0	0.0	
INFRASTRUCTURE USE FEE REPAYMENT	5.1	5.1	0.0	0.0%
16-OTHER REVENUE	0.0	0.1	0.0	71.5%
Total Revenues	70.6	68.6	-1.9	-2.7%
Expenditures by Type:				
1-PERSONNEL	10.2	8.5	-1.7	-16.7%
2-OTHER O&M EXPENSE	106.6	65.5	-41.1	-38.6%
3-DEBT SERVICE	13.0	13.0	0.0	0.0%
4-CAPITAL OUTLAY	13.0	1.1	-11.9	-91.2%
5-TRANSFERS OUT	0.0	0.0	0.0	0.0%
6-INTERNAL FIXED CHARGES	4.0	4.0	0.0	0.0%
Total Expenditures	146.8	92.1	-54.7	-37.2%
Net Annual Activity	-76.2	-23.5		
Projected CIP Carryover to FY22-23		37.0		
Projected Ending Available Fund Balance, June 30, 2022	\$7.7	\$23.4		
Fund Balance as % of Expenditures	5.2%	25.5%		
Target Reserve Level	25%	25%		

WASTEWATER FUNDS (IN MILLIONS)

8

	FY21-22 Revised Budget (Oct. 2021)	FY21-22 Year-End Estimates	\$ Change	% Change
Beginning Available Fund Balance, July 1, 2021	\$63.9	\$63.9		
Revenues:				
09-FEES/CHARGES	47.7	47.5	-0.2	-0.4%
10-FINES/FORFEITURES	0.0	0.0	0.0	
13-INTEREST	0.5	0.4	-0.1	-26.9%
16-OTHER REVENUE	0.0	0.0	0.0	
PROCEEDS - SALE OF BONDS / LOAN	22.6	0.9	-21.7	-96.0%
INFRASTRUCTURE USE FEE REPAYMENT	3.6	3.6	0.0	0.0%
Total Revenues	74.4	52.4	-22.0	-29.5%
Expenditures by Type:				
1-PERSONNEL	10.7	9.7	-1.0	-9.3%
2-OTHER O&M EXPENSE	77.3	14.5	-62.8	-81.3%
3-DEBT SERVICE	9.5	9.5	0.0	-0.3%
4-CAPITAL OUTLAY	5.7	2.9	-2.8	-49.7%
5-TRANSFERS OUT	0.0	0.0	0.0	0.0%
6-INTERNAL FIXED CHARGES	2.8	2.8	0.0	0.0%
Total Expenditures	105.9	39.2	-66.6	-62.9%
Net Annual Activity	-31.5	13.2		
Projected CIP Carryover to FY22-23		14.0		
Projected Ending Available Fund Balance, June 30, 2022	\$32.4	\$63.1		
Fund Balance as % of Expenditures	30.6%	160.7%		
Target Reserve Level	25%	25%		

ENVIRONMENTAL RESOURCES FUNDS (IN MILLIONS)

9

	FY21-22 Revised Budget (Oct. 2021)	FY21-22 Year-End Estimates	\$ Change	% Change
Beginning Available Fund Balance, July 1, 2021	\$33.2	\$33.2		
Revenues:				
09-FEES/CHARGES	49.5	47.4	-2.1	-4.3%
10-FINES/FORFEITURES	0.3	0.1	-0.2	-77.1%
13-INTEREST	0.3	0.2	-0.2	-47.4%
INFRASTRUCTURE USE FEE REPAYMENT	3.3	3.3	0.0	0.0%
16-OTHER REVENUE	0.0	10.2	10.2	298311.8%
Total Revenues	53.4	61.1	7.7	14.5%
Expenditures by Type:				
1-PERSONNEL	22.6	22.5	-0.2	-0.7%
2-OTHER O&M EXPENSE	35.6	25.4	-10.2	-28.6%
3-DEBT SERVICE	2.1	2.1	0.0	0.0%
4-CAPITAL OUTLAY	11.1	10.7	-0.4	-3.9%
5-TRANSFERS OUT	0.1	0.1	0.0	0.0%
6-INTERNAL FIXED CHARGES	8.5	8.5	0.0	0.0%
Total Expenditures	80.1	69.3	-10.8	-13.5%
Net Annual Activity	-26.7	-8.2		
Projected CIP Carryover to FY22-23		7.8		
Projected Ending Available Fund Balance, June 30, 2022	\$6.5	\$17.2		
Fund Balance as % of Expenditures	8.1%	24.9%		
Target Reserve Level	25%	25%		

That City Council:

1. Receive an update on the FY 2021-22 revenue and expenditure projections for major funds;
2. Approve a budget appropriation request in the amount of \$1,000,000 to Public Liability Fund (701) and \$162,947 to Workers' Compensation Fund (702) for an overall total appropriation of \$1,162,947;
3. Adopt a resolution approving amendments to the position control resolution; and
4. Adopt a resolution approving amendments to the classification and salary schedule resolution.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.4

DATE: March 1, 2022

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Update on Status and Accomplishments of Current Measure O Projects and Opening the Conversation regarding the Weaning Schedule. (0/10/10)

RECOMMENDATION

That the City Council:

1. Receive and file the annual update; and
2. Open the conversation regarding the Measure O weaning schedule.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/6C11bCPNPNO>

BACKGROUND

On November 4, 2008, the voters of the City of Oxnard approved Measure O, a half-cent sales tax for twenty years. According to the ballot language, the City of Oxnard Vital Services Measure was intended “to protect, maintain, and enhance vital services including police, fire, emergency response, increasing street paving/pothole repair to improve traffic flow, expanding youth recreation, after school and anti-gang prevention programs, acquiring property for parks/open space preservation, upgrading stormwater drains, improving senior services, increasing code compliance, and other general services.”

DISCUSSION

The Past Year's Successes

As of January 4, 2022, there were a total of 42 active projects: 25 ongoing operational projects, 5 ongoing debt service items, and 12 one-time projects. Ongoing funded projects receive a specific amount of funds each fiscal year; if staff does not use all funding from that fiscal year, we cannot roll over unused funds to the following fiscal year. One-time funded projects receive the approved funding only once, and staff expend the funds throughout the course of the project, even if these funds roll over to the next fiscal year. Once the funds are depleted, that project receives no more funding.

This calendar year has been trying on many projects due to the COVID-19 pandemic. Either there were further staffing shortages due to the stay-at-home orders or programs put on hold due to health and safety orders. However, there were many accomplishments as well. In the table below are the status updates on all ongoing active Measure O funded projects.

	Project Name	Expenses as of 1/4/2022	Status Update on Project	Project Accomplishments
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1.	MO5401 - Homework Center Main Library	\$26,648.00 expended of the \$61,533.00 annual budget.	Homework Center Services provided digital homework help by making the Digital Homework Center available for K-12 during regular work hours by appointment via video conferencing and in person when permitted	• Over 112 students have been served. • Over 79.5 hours have been dedicated by staff to digital homework help since July 1, 2020. Over 9,033 people have been reached via social media marketing. • Parent comment: "I am happy the Library has the in-person homework center option because I feel my child concentrates better when in-person" • A regular Homework Center student both during virtual only service and hybrid service said her teacher mentioned she was doing better in math
2.	MO5402 - Library Wi-Fi Operational	Of the \$2,000 annual budget, this amount has been fully expended.	During COVID-19, librarians were dependent on the Library's Wi-Fi connection to help create digital programming for all ages. The Library's Wi-Fi connection enabled the Library to stay "open" even while the physical building was closed and to spread health and safety information through social media to keep Oxnard residents informed.	• During 2021, 4479 users logged into the library's wifi system • Over 84 digital programs and content engagements with over 10,292 community members attending between July 1 and January 11, 2022. • An average of 167 people reached per program, an 18% increase. • Enabled COVID-19 safety guidelines to be followed for staff and the community. • During open months, patrons used wifi for business, job searching and research.
3.	MO5403 - Library Integrated System	Of the \$79,315 annual budget, no fund has been expended in FY22.	Staff successfully migrated over 220,000 records during COVID closures to a new ILS without interruption to public service. Without an efficient ILS staff would not have been able to assist patrons with checkout, curbside assistance, materials ordering and integration into the catalog.	• Over 53,990 physical items were checked out in 2021 via in-person and curbside pickup, a 416% increase over last FY. • 250 book orders have been sent to the Library's book vendor via new ILS, an increase of 59%. • Over 3,762 new items were cataloged and added to the collection in 2021, an 8.5% increase over last calendar year. • Improved interface with ease of reporting. • New system provides online tracking of materials from order to claims.
4.	MO5513 - Recreation Services	No funds have been expended to date in FY22. The annual budget is \$85,735.	Funding supports after school program fixed cost for 10 local schools.	Program serves over 1,000 children grades 1-8.

5.	MO5514 - Oxnard Afterschool	No funds have been expended to date in FY22. The annual budget is \$107,673.	Funding supports after school program fixed cost for 20 local schools.	Program serves over 1,500 children grades 1-8.
6.	MO5504 - PAL Operational	\$45,484 expended out of the \$187,320	In 2021, PAL held: • PAL Community Cinema (summer): 3,000 viewers • Backpack distribution • Meet-up clean-up • November: 500 turkey giveaways • December: toy giveaway at Southwinds, Colonia, and College Park	In 2021, Oxnard PAL program served 6,979 people. The PAL site is still being used as a shelter and all programs have been conducted off site. We anticipate returning to the facility late Spring and being fully operational by Summer 2022.
7.	MO5506 - College Park Programs	\$20,178 expended of the \$115,000 annual budget.	• Food distribution every Wednesday serving 1,500 families weekly. • Soccer fields	• In 2021, served 159,165 individuals and 44,469 boxes of Food Share have been distributed • Reopened College Park fields for soccer reservations and served over 150 soccer teams aged 6 to 18 years and 4 adult leagues serving over 100 adult teams
8.	MO5507- City Corps Townkeeper	\$550,526 expended out of \$1,321,263	Projects scheduled based on community needs and essential services.	City Corps Townkeeping crews continue to provide the citywide cleanup activities. In addition, City Corps also helps with different community events such as festivals and neighborhood cleanups.
9.	MO5508- Preschool to You	\$36,566 expended out of the \$159,036	In 2021, this program was offered five mornings a week. In the summer session, five afternoons a week were added.	In 2021, served 829 children
10.	MO5501- Mobile Activity	\$16,283 expended of the \$44,000	In the Spring Session, this operated five afternoons per week. In the Summer	In 2021, served 1,394 residents

	Center Services	annual budget.	Session, five mornings per week were added.	
11.	MO5502-Senior Nutrition Program	\$19,754 expended out of the \$40,367	• In 2021, Hot Meals To-Go were available for pickup at Wilson and Palm Vista Senior Center • Home-delivered meals were served 5 days a week: in the first half of 2021, these were delivered by County Food Share Assistance; in second half of the year by the City	• In 2021, 46,141 meals served • City currently serves 121 homebound seniors
12.	MO5505-Day at the Park - Special Needs	\$3,195 expended of the \$16,757 annual budget.	In 2021, the City offered: • Special Pops Fun Club & Art Classes (Jan.-June & Nov.) • Special Pops Baseball & Golf (July-Aug.) • Special Pops Events (Sept., Oct., Dec.)	• In 2021, served 935 participants • Oxnard Special Population continued virtual programming through the pandemic offering virtual Fun Club and art classes. Once restrictions were lifted sports and garden programming along with special events such as art show, Halloween drive-thru and toy drive became available
13.	MO1401 - Spanish Languages Interpretation	\$3,168 expended of the \$57,604 annual budget.	The vendor translates all Council and Committee meetings to Spanish.	In the past, the vendor translated live in the Council Chambers as meetings progressed. Now, the vendor is translating the virtual public meetings.
14.	MO4301-Safe Homes Safe Family	\$129,325 expended of the \$311,837 annual budget.	In the first year, 1,134 residential units owned by 26 separate entities were enrolled into the program. In the second year, 157 additional units have been	• In the first year, 212 prior cases were screened to identify 1,134 residential units enrolled into the program. • In the first year, 153 inspections were conducted: 139 passing & 14 failing the initial inspection.

			identified to enter the program. The meetings with property owners and inspections are currently delayed due to COVID-19.	One initial owner meeting is still pending and eleven initial unit inspections remain to be completed from the first year of the program. (The yearly rechecks are being delayed at this time due to COVID.)
15.	14IN02-Ormond Beach Enhancement	\$3,421 expended of the \$14,418 annual budget.	Annual funding pays for monthly costs as well as Fall and Spring monitoring, reporting, and biological oversight services provided by McCormick Environmental.	The focus in 2021 was on ongoing monitoring on the establishment of the natives that were planted and on the regrowth of the non-natives that were cut. The non-natives such as Acacia and Myoporum were the species providing cover for encampments, and which were removed in 2019 and 2020.
16.	MO1603-Measure O Audit	Of the \$5,000 annual budget, no funds have been expended to date in FY22.	This year (and going forward) Measure O activity was audited in conjunction with the City's Annual Comprehensive Financial Report.	There were no audit findings related to Measure O.
17.	MO2209-Fire Advanced Life Support	\$10,534 expended of the \$136,000 annual budget.	Funds allow the Fire Department to provide advanced life support services to the community. This is an increase in service level from the basic life support services previously provided.	The squad has been browned out and all qualified paramedics work in a paramedic capacity while on duty to assist with the increased calls for medical services due to the coronavirus pandemic, providing an increased level of service for all areas of Oxnard.
18.	MO2201-Fire Station 8 Operations	\$1,853,355 expended of the \$4,758,918 annual budget.	Fire Station 8 Operations cover 21 sworn personnel that staff a fire engine and a fire truck 24 hours a day, 365 days a year.	4,461 emergency responses were dispatched from Fire Station 8 in calendar year 2021.
19.	MO5101-Homeless Program	\$197,761 expended of the \$1,103,547 annual budget.	Continued operation of the homeless 110 bed shelter on K Street in a Covid responsive operation	110 persons served daily - Successful Halaco Homeless Encampment Outreach
20.	MO2102-911 System (CAD/RMS)	\$695,883 expended of the \$886,654 annual budget.	The New World Public Safety 911 system is fully implemented and is being upgraded on a regular basis.	This application is providing a seamless data integration between the Public Safety 911 Computer-Aided Dispatching (CAD) system and Record Management System (RMS). This system allows staff to identify and separate calls by the type of service or emergency. This enables public safety personnel to service the most dire of requests in the least amount of time. In 2021, over

				268,000 calls were made to the 911 system. Of those, approximately 87,000 calls were deemed priority calls, and of those, 215 were the highest priority.
21.	MO2101-Enhance Community Police	\$1,572,255 expended of the \$3,581,381 annual budget.	The project timeline is ongoing and does not have a current end date.	This funding continues to enable the Police Department to field officers in our Neighborhood Policing Team (NPT). NPT Officers work to implement longer term solutions beyond what can be solved with a 911 call. They are the centerpiece of our annual goal of community engagement and have a positive impact on response times and community relations. • Overall Reported Part One Property Crime experienced a 20.0% reduction • Overall Reported Part One Violent Crime experienced a 6.3% reduction • Our Homeless Liaison Officers responded to over 4,000 calls for service involving the homelessness • We reallocated two positions back to the NPT, increasing the total number to 9 officers.
22.	MO5702-East Village Park Operating Maintenance	\$22,502 expended of the \$83,039 annual budget.	Ongoing general maintenance and utilities of East Village Park.	Ongoing general maintenance and utilities of College Park. Funding pays for five permanently assigned FTEs (collectively this park and College Park) and all operations costs.
23.	MO3101-ITS Annual Maintenance	Of the \$35,121 annual budget, \$862 expended.	The City is upgrading the Centralized Traffic Signal System via another CIP. Meanwhile, this project improves signal timing and performs equipment replacement at needed locations to help maintain the 165 signal locations in the City.	In the beginning of 2021, Signal Maintenance responded to and completed 122 signal requests received through the Oxnard 311 system.
24.	MO3102-Alley & Roadway Repair	\$60,423 expended and \$239,898 encumbered out of the \$502,091 annual budget.	Ongoing maintenance of alleys and street repairs and maintenance.	• Beginning of 2021: responded to about 444 locations that needed road repairs. • Between January 1, 2021, and November 24, 2021, used 1,310.12 tons of hot asphalt that covered approximately 163,896 sq.ft.
25.	MO5701-College Park Maintenance	\$311,430 expended of the \$753,908 annual budget.	Ongoing general maintenance and utilities of College Park.	Ongoing general maintenance and utilities of College Park. Funding pays for five permanently assigned FTEs (collectively this park and East Village Park) and all operations costs.

In the table below are the status updates on all ongoing active (meaning there are still payments left) debt service paid for by Measure O.

	Project Name	Expenses as of 1/4/2022	Status Update on Project	Project Accomplishments
26.	MO2108-Dispatch Consoles	\$160,212 expended of the \$320,425 annual budget.	Project completed in March 2021. This is the ongoing debt service for these console systems. The debt maturity date is 3/30/2025.	Project completion included the installation of seven new dispatch console systems and the required staff training.
27.	MO2203-Fire Station 8 Lease Debt	Of the \$1,390,569 annual budget, \$1,108,784 was expended to date.	This is an ongoing lease payment for Fire Station 8. The debt maturity date is 12/1/2031.	Fire Station 8 normally houses 10 personnel every day. Additionally this station houses our Urban Search & Rescue (USAR) vehicle and equipment. It is an invaluable resource to our south end residents.
28.	MO2207-Fire Trucks	\$114,869 expended of the \$229,738 annual budget.	This is an ongoing lease payment for two fire engines. The debt maturity date is 3/30/2025.	The two engines were placed into service in December 2019. They are currently protecting residents in Council District 4 (from Fire Station 1) and in Council District 1 (from Fire Station 6). In 2021, E61 responded to 3332 requests for service; average turnout time (from when the station is alerted to leaving the stations) was 49.2 seconds. Our goal is under 60 seconds. E61's average travel time (from leaving the station to arriving on scene) was 272 seconds. Our goal is under 240 seconds. E66 responded to 2475 requests for service; average turnout time was 44.4 seconds and average travel time was 309 seconds.
29.	MO2208-Handheld Radios	\$27,206 expended of the \$54,412 annual budget.	Radios were purchased on the 2018 Bank of America Lease Purchase line of credit and were deployed in FY18. This is the ongoing debt service for these radios. The debt maturity date is 3/30/2025.	Over 100 new portable radios were purchased and deployed to Firefighters. These radios are in service and continue to be used on a daily basis in the City. These radios provide clearer communication channels allowing our first responders to more efficiently address calls for service and leading to decreased loss of life and property.
30.	MO3103-2014 Lease Service Street Bond	Of the \$1,663,000 annual budget, no funds have been expended to date in FY22.	This is a debt payment on previous jobs. The debt maturity date is 6/1/2029.	Construction was completed in November 2021 for Bryce Canyon North and South as well as Fremont North Neighborhoods for street resurfacing, and staff is negotiating with the contractor on a few final items before closing out the project.

In the table below are the status updates on all one-time active Measure O funded projects.

	Project Name	Expenses as of 1/4/2022	Status Update on Project	Project Accomplishments
31.	MO5511-New Senior Center	\$70,762 expended out of a \$93,250 one-time budget.	Feasibility study in progress with completion expected May 2022.	Architectural request for proposals (RFP) in draft, expected to release second quarter of 2022.
32.	MO4302-Tenant Relocation Assistance	No funds have been expended out of a \$20,000 one-time budget.	No funds have been expended to date; the Safe Homes Safe Family program kicked off in July 2019 and no requests for assistance have been submitted as of December 2021.	Funds are available for use as needed.
33.	MO8101-Economic Development Strategy	No funds have been expended out of a \$25,000 one-time budget.	A draft strategy was developed and presented to Council Committee pre-COVID. The City is hiring a project manager to focus on site based development projects and retaining a consultant to study the commercial landscape post-COVID and perform a gap analysis. This data will be utilized in developing the economic development strategic plan.	With the continuation of COVID and the shortage of workers, the market remains unstable. Staff continues to work with the business community to offer resources and support in the form of grants, outdoor business expansion opportunities, job fairs and the Employee Pipeline while the bigger strategy is being developed.
34.	MO2213-Fire Station Alert System	\$61,696 expended and \$73,304 encumbered out of a \$250,000 one-time budget.	Project is in process. Two stations have been completed using Measure O funding, and another two stations using CDBG funding. The goal is to complete this project by the end of calendar year 2022 but supply chain issues make that estimate uncertain at this time.	The completed stations using Measure O funds (Fire Stations 4 and 6) now have up to date reliable alerting for emergency response incidents. This upgraded alerting system now announces more information to the personnel in the station. It also has a large clock/timer so personnel can ensure they meet our performance goal of leaving the station within 60 seconds of an emergency response.

35.	MO5102-Homeless Shelter Acquisition	\$3,294 expended out of a \$1,550,000 one-time budget.	Second and B Streets shelter/ mixed use development approved by Council and received funding approval from all sources. Expect construction to begin in July 2022.	The new Homeless Solutions Center received all required funding approvals and is scheduled to start construction in June 2022. The shelter is on the ground floor and is expected to be completed in the fall of 2023.
36.	MO2111-Roof Replacement - Sturgis Annex	\$4,068 expended out of a \$1,025,000 one-time budget.	Plans and specifications completed by a design professional. Designs approved and awaiting approval for permitting.	Obtaining permits, then bidding out work. Completion anticipated in Fall 2022 due to industry-wide material shortage of roofing materials.
37.	MO5515-Roof Replacement - Colonia Gym	\$60,782 expended out of a \$605,000 one-time budget.	Contract awarded in October 2021 and project under construction.	Roof replacement is currently under construction. Construction should be complete by the end of February with project closeout in March.
38.	MO5516-Roof Replacement - Wilson Center	\$352 expended out of a \$400,000 one-time budget.	Plans and specifications completed by a design professional. Designs approved and awaiting approval for permitting.	Obtaining permits, then bidding out work. Completion anticipated in Fall 2022 due to industry-wide material shortage of roofing materials.
39.	MO5602-Roof Replacement - PACC Rental	\$238 expended out of a \$295,000 one-time budget.	Plans and specifications completed by a design professional. Designs approved and awaiting approval for permitting.	Obtaining permits, then bidding out work. Completion anticipated in Fall 2022 due to industry-wide material shortage of roofing materials.
40.	MO5712-Tree Mortality Event Response	\$87,458 expended out of a \$87,500 one-time budget.	Completed/Closed	The project has removed 476 hazardous dead or dying trees in the City.
41.	MO5509-Colonia Gym Facilities Repairs	\$12,332 expended of a \$18,000 one-time budget	Resurfacing of gym floor in process. Project to be completed by June 2022.	None yet.
42.	MO5710-Tree Trimming	\$240,969 expended of a \$250,000	Expected to complete by June 30, 2022	Staff utilized the funding to eliminate the backlog of 2,700 trees that needed to be trimmed. The remaining funds in

	Services Program	one-time budget		the amount of \$9031 will be used to trim approximately 31 additional trees.
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Weaning Process

On February 18, 2020, at the City Council meeting, staff explained that since Measure O will terminate in 2029 and we were past its midpoint, it was time to begin weaning ourselves off that stream of revenue. At the time, there were two purposes to weaning. First, in order to ensure the City can cover debt payments due past the sales tax's sunset, the City needed to build up the fund balance in the few years before the sunset date. Second, at Measure O's termination, all ongoing programs would have to be moved to another funding source, so the weaning effort was intended to make that reabsorption process smoother.

On July 22, 2021, at the Measure O Citizen Oversight Committee meeting, staff reported that the Covid-related recession impacted the Measure O half-cent sales tax revenue much less than staff predicted. Cumulatively from FY 2020-21 through FY 2028-29, Measure O would likely bring in \$17 million more than staff anticipated a year prior. Though the concern about accumulating enough funds to cover debt payments due past the sales tax's sunset had waned, the Oversight Committee recommended to continue to wean gradually to transition all ongoing programs to the General Fund by the time Measure O terminates, assuming such programs should transition. If Council agrees with this recommendation, the next issue is how to approach this weaning process.

Of the total 42 current Measure O programs, the ones weaned should only be those programs that are active and ongoing, which are the 25 projects listed in the first table above; the only exception is for the Measure O Audit (Project 16 above), which should not move to the General Fund because Measure O should pay to audit itself, and once it ends, there is no need for this audit. The five ongoing debt payments listed in the second table above should continue to be paid by Measure O as they are debt associated with items procured through Measure O. One-time projects should be completed and closed out from Measure O.

In the FY21-22 adopted budget, the 24 programs that need to be weaned cost the City \$14,444,517. Though this amount is likely to grow over time due to various factors such as increases in employee labor contracts, retirement costs, internal support costs, and contract services (e.g., the Spanish Interpretation program), if the City were to wean equally from FY21-22 to FY28-29, utilizing the FY21-22 total cost, we ought to target \$1.8 million in reabsorptions into the General Fund per year.

Staff offered the Oversight Committee four possible eight-year weaning schedule scenarios. (Of course, there are many other weaning schedule scenarios possible.) On October 28, 2021, the Oversight Committee recommended completing this weaning schedule at double the speed (meaning within four years rather than eight). More specifically, the Committee recommended weaning full time equivalent (FTE) positions and public safety projects first.

Staff is currently evaluating the Oversight Committee's recommendation. Weaning at double speed means the General Fund needs to absorb those expenses in double time. The FY21-22 cost of all those projects is just over \$14.4M; assuming a 2% increase in costs each year, weaning in double time means the General Fund would need to be ready to absorb \$15.6M worth of projects in FY25-26. Staff is searching through the current budget and assessing our needs for the upcoming years to be able to recommend what items can move from the General Fund to Measure O such that the General Fund can absorb this large amount, if it can. Staff will return to Council in the Spring with a recommendation on this weaning process.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact of this update and initiating this conversation.

COMMITTEE OUTCOME

The Measure O Citizen Oversight Committee voted 6-0 on October 28, 2021, to recommend to the City Council its Measure O weaning schedule. The Measure O Citizen Oversight Committee voted 5-0 on January 27, 2022, to receive and file the update on the status and accomplishments of current Measure O projects.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Status and Accomplishments of Measure O in 2021 Presentation



Status and Accomplishments of Measure O in 2021

February 15, 2022

MO5401 - HOMEWORK CENTER MAIN LIBRARY

Homework Center Services provided digital homework help by making the Digital Homework Center available for K-12 during regular work hours by appointment via video conferencing and in person when permitted

PROJECT ACCOMPLISHMENTS



Over 112 students
have been served.

Over 79.5 hours have
been dedicated by staff
to digital homework help
since July 1, 2020.



Over 9,033 people have
been reached via social
media marketing.



Parent comment: "I am happy the Library
has the in-person homework center
option because I feel my child
concentrates better when in-person"

A regular Homework Center student both
during virtual only service and hybrid
service said her teacher mentioned she
was doing better in math

MO5402 - LIBRARY WI-FI OPERATIONAL

During COVID-19, librarians were dependent on the Library's Wi-Fi connection to help create digital programming for all ages. The Library's Wi-Fi connection enabled the Library to stay "open" even while the physical building was closed and to spread health and safety information through social media to keep Oxnard residents informed.

PROJECT ACCOMPLISHMENTS



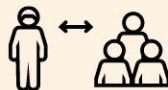
During 2021, **4479 users** logged into the library's wifi system



An **average of 167 people** reached per program, an **18% increase**.



Over **84 digital programs and content engagements** with over **10,292 community members** attending between July 1 and January 11, 2022.



Enabled COVID-19 safety guidelines to be followed for staff and the community.



During open months, patrons used wifi for business, job searching and research.

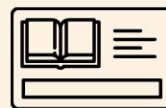
MO5403 - LIBRARY INTEGRATED SYSTEM

Staff successfully migrated **over 220,000 records** during COVID closures to a new ILS without interruption to public service. Without an efficient ILS staff would not have been able to assist patrons with checkout, curbside assistance, materials ordering and integration into the catalog.

PROJECT ACCOMPLISHMENTS



Over 53,990 physical items were checked out in 2021 via in-person and curbside pickup, a **416% increase** over last FY



Improved interface with ease of reporting.



250 book orders have been sent to the Library's book vendor via new ILS, an **increase of 59%**



New system provides online tracking of materials from order to claims.



Over 3,762 new items were cataloged and added to the collection in 2021, an **8.5% increase** over last calendar year

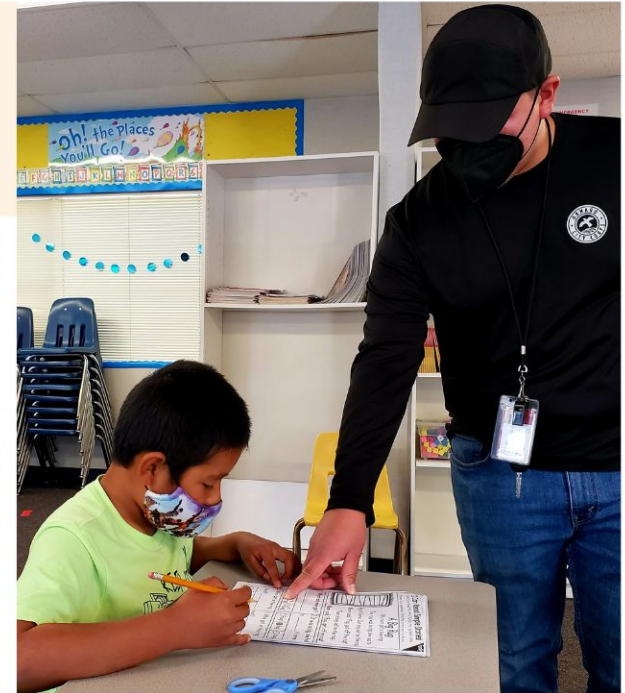
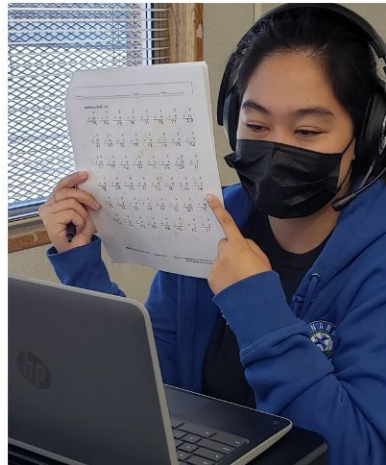
MO5513 - RECREATION SERVICES

Funding supports after school program fixed cost for 10 local schools.

PROJECT ACCOMPLISHMENTS



Program serves over 1,000 children grades 1-8.



MO5514 - OXNARD AFTERSCHOOL

Funding supports after school program fixed cost for 20 local schools.

PROJECT ACCOMPLISHMENTS



Program serves over 1,500 children grades 1-8.

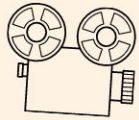


MO5504 - PAL OPERATIONAL

In 2021, the Oxnard PAL program served **6,979 people**. The PAL site is still being used as a shelter and all programs have been conducted off site. We anticipate returning to the facility late Spring and being fully operational by Summer 2022.

PROJECT ACCOMPLISHMENTS

In 2021, PAL held:



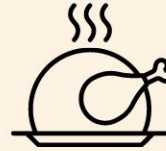
PAL Community
Cinema (summer):
3,000 viewers



Backpack
distribution



Meet Up
Clean Up



November: **500**
turkey giveaways



December: toy
giveaway at
Southwinds, Colonia,
and College Park



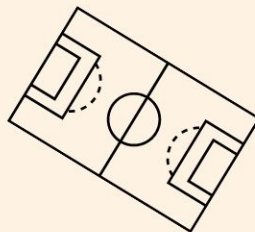
MO5506 - COLLEGE PARK PROGRAMS

- Food distribution every Wednesday serving **1,500 families weekly**.
- Soccer fields

PROJECT ACCOMPLISHMENTS



In 2021, served **159,165 individuals** and **44,469 boxes** of Food Share have been distributed



Reopened College Park fields for soccer reservations and served **over 150 soccer teams** aged 6 to 18 years and 4 adult leagues serving **over 100 adult teams**

MO5507- CITY CORPS TOWNKEEPER

Projects scheduled based on community needs and essential services.

PROJECT ACCOMPLISHMENTS



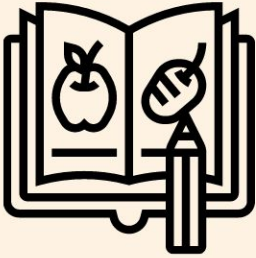
City Corps Townkeeping crews continue to provide the citywide cleanup activities. In addition, City Corps also helps with different community events such as festivals and neighborhood cleanups.



MO5508- PRESCHOOL TO YOU

In 2021, this program was offered five mornings a week. In the summer session, five afternoons a week were added.

PROJECT ACCOMPLISHMENTS



In 2021, served 829 children



MO5501- MOBILE ACTIVITY CENTER SERVICES

In the Spring Session, this operated five afternoons per week. In the Summer Session, five mornings per week were added.

PROJECT ACCOMPLISHMENTS



In 2021, served 1,394 residents



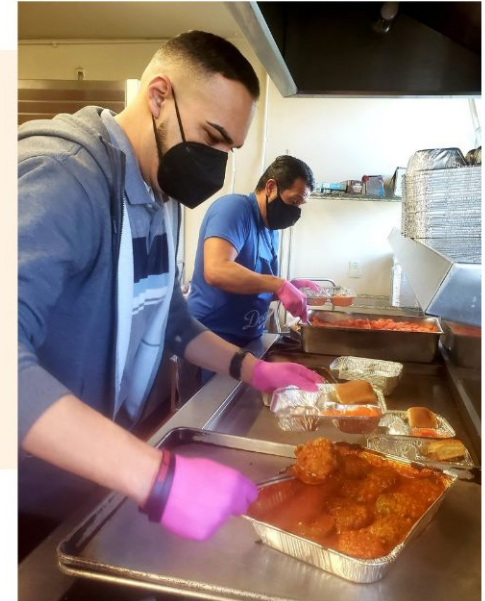
MO5502- SENIOR NUTRITION PROGRAM

- In 2021, Hot Meals To-Go were available for pickup at Wilson and Palm Vista Senior Center
- Home-delivered meals were served 5 days a week: in the first half of 2021, these were delivered by County Food Share Assistance; in second half of the year by the City

PROJECT ACCOMPLISHMENTS



- In 2021, **46,141** meals were served
- City currently **serves 121 homebound seniors**



MO5505- DAY AT THE PARK - SPECIAL NEEDS

In 2021, the City offered:

- Special Pops Fun Club & Art Classes (Jan.-June & Nov.)
- Special Pops Baseball & Golf (July-Aug.)
- Special Pops Events (Sept., Oct., Dec.)

PROJECT ACCOMPLISHMENTS



- In 2021, **served 935 participants**
- Oxnard Special Population continued virtual programming through the pandemic offering virtual Fun Club and art classes. Once restrictions were lifted sports and garden programming along with special events such as art show, Halloween drive-thru and toy drive became available



14IN02- ORMOND BEACH ENHANCEMENT

Annual funding pays for monthly costs as well as Fall and Spring monitoring, reporting, and biological oversight services provided by McCormick Environmental.

PROJECT ACCOMPLISHMENTS

The focus in 2021 was on ongoing monitoring on the establishment of the natives that were planted and on the regrowth of the non-natives that were cut. The non-natives such as Acacia and Myoporum were the species providing cover for encampments, and which were removed in 2019 and 2020.



MO1603- MEASURE O AUDIT

This year (and going forward) Measure O activity was audited in conjunction with the City's Annual Comprehensive Financial Report.

PROJECT ACCOMPLISHMENTS

There were no audit findings related to Measure O.



MO2209- FIRE ADVANCED LIFE SUPPORT

Funds allow the Fire Department to provide advanced life support services to the community. This is an increase in service level from the basic life support services previously provided.

PROJECT ACCOMPLISHMENTS

The squad has been browned out and all qualified paramedics work in a paramedic capacity while on duty to assist with the increased calls for medical services due to the coronavirus pandemic, providing an increased level of service for all areas of Oxnard.



MO2201- FIRE STATION 8 OPERATIONS

Fire Station 8 Operations cover 21 sworn personnel that staff a fire engine and a fire truck 24 hours a day, 365 days a year.

PROJECT ACCOMPLISHMENTS



4,461 emergency responses were dispatched from Fire Station 8 in calendar year 2021.



MO5101- HOMELESS PROGRAM

Continued operation of the homeless 110 bed shelter on K Street in a Covid responsive operation

PROJECT ACCOMPLISHMENTS

- 110 persons served daily
- Successful Halaco Homeless Encampment Outreach



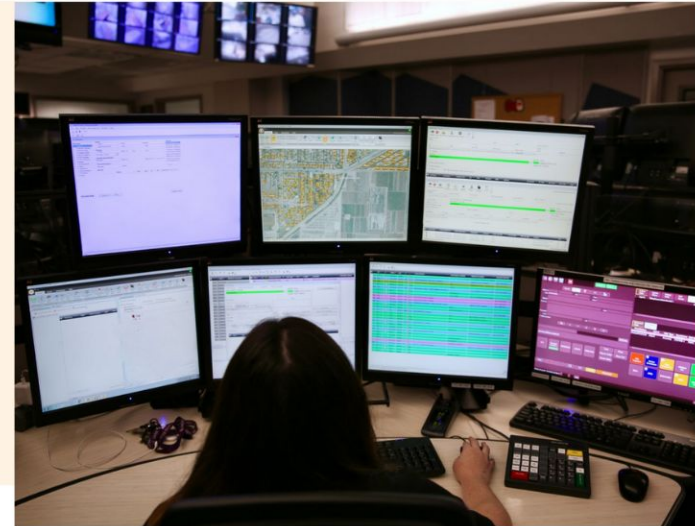
MO2102- 911 SYSTEM (CAD/RMS)

The New World Public Safety 911 system is fully implemented and is being upgraded on a regular basis.

PROJECT ACCOMPLISHMENTS



This application is providing a seamless data integration between the Public Safety 911 Computer-Aided Dispatching (CAD) system and Record Management System (RMS). This system allows staff to identify and separate calls by the type of service or emergency. This enables public safety personnel to service the most dire of requests in the least amount of time. In 2021, over 268,000 calls were made to the 911 system. Of those, approximately 87,000 calls were deemed priority calls, and of those, 215 were the highest priority.



MO2101- ENHANCE COMMUNITY POLICE

The project timeline is ongoing and does not have a current end date.

PROJECT ACCOMPLISHMENTS



This funding continues to enable the Police Department to field officers in our Neighborhood Policing Team (NPT). NPT Officers work to implement longer term solutions beyond what can be solved with a 911 call. They are the centerpiece of our annual goal of community engagement and have a positive impact on response times and community relations.

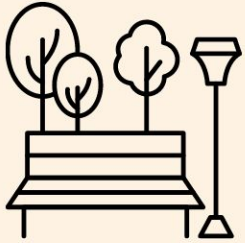
- Overall Reported Part One Property Crime experienced a **20.0% reduction**
- Overall Reported Part One Violent Crime experienced a **6.3% reduction**
- Our Homeless Liaison Officers **responded to over 4,000 calls** for service involving the homelessness
- We reallocated two positions back to the NPT, increasing the total number to **9 officers**.



MO5702- EAST VILLAGE PARK OPERATING MAINTENANCE

Ongoing general maintenance and utilities of East Village Park.

PROJECT ACCOMPLISHMENTS



Ongoing general maintenance and utilities of College Park. Funding pays for five permanently assigned FTEs (collectively this park and College Park) and all operations costs.



MO3101- ITS ANNUAL MAINTENANCE

The City is upgrading the Centralized Traffic Signal System via another CIP. Meanwhile, this project improves signal timing and performs equipment replacement at needed locations to help maintain the 165 signal locations in the City.

PROJECT ACCOMPLISHMENTS

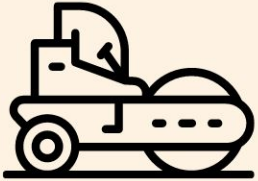


In the beginning of 2021, Signal Maintenance responded to and completed **122 signal requests** received through the Oxnard 311 system.

MO3102- ALLEY & ROADWAY REPAIR

Ongoing maintenance of alleys and street repairs and maintenance.

PROJECT ACCOMPLISHMENTS

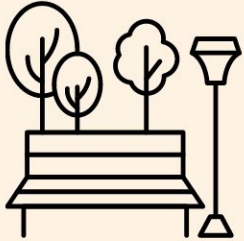


- Beginning of 2021: responded to about **444 locations** that needed road repairs.
- Between January 1, 2021, and November 24, 2021, used **1,310.12 tons of hot asphalt** that covered **approximately 163,896 sq.ft.**

MO5701- COLLEGE PARK MAINTENANCE

Ongoing general maintenance and utilities of College Park.

PROJECT ACCOMPLISHMENTS



Ongoing general maintenance and utilities of College Park. Funding pays for five permanently assigned FTEs (collectively this park and East Village Park) and all operations costs.





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.5

DATE: March 1, 2022

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Introduction of an Ordinance Amending Oxnard City Code Section 2-2.5.Regarding the Boundaries and Identifying Number of Each City Council District. (5/10/10)

RECOMMENDATION

That the City Council introduce an Ordinance for first reading (by title only, waiving further reading) that amends Oxnard City Code Section 2-2.5. regarding the boundaries and identifying number of each City Council district.

BACKGROUND

Every ten years, cities with by-district elections are required to use new census data to review and redraw district lines to reflect population changes. This process, called redistricting, ensures that all districts within a city have nearly an equal number of people residing within each district.

While state law only requires that the City hold four public hearings or workshops on the redistricting process, the City Council held a total of seven public hearings on the redistricting process. These public hearings were held on July 29, 2021, September 30, 2021, December 6, 2021, January 6, 2022, January 22, 2022, February 1, 2022 and February 16, 2022.

As of the City Council meeting on February 1, 2022, a total of eight maps had been submitted by members of the public. They were as follows:

1. *Public Map 1* was submitted by Planning Commission Chair Daniel Chavez Jr.
2. *Public Map 2* was submitted by Planning Commission Vice Chair Ronald Arruejo.
3. *Public Map 3* was submitted by Councilmember Gabe Teran.
4. *Public Map 4* was submitted by Planning Commission Chair Daniel Chavez Jr.
5. *Public Map 5* was submitted by Councilmember Oscar Madrigal.
6. *Public Map 6* was submitted by Manuel Herrera.
7. *Public Map 7* was submitted by Manuel Herrera.
8. *Public Map 8* was submitted by Robert Vasquez.

In addition, as of the City Council meeting on February 1, 2022, the City's demographer had prepared for the City Council's consideration a total of four maps – NDC Maps 201, 202, 203 and 203A.

At the February 1, 2022 City Council meeting, each Councilmember indicated which of the 12 maps before them at that point they wished to consider further. Six maps were identified by one or more members of the City Council as maps which that member wanted the City Council to consider at the February 16, 2022 City Council meeting. These maps were Public Maps 4, 6 and 7, and NDC Maps 201, 203 and 203A.

After the February 1, 2022 City Council meeting and before the map submittal deadline of February 7, 2022 at 5 p.m., a

total of three additional maps were submitted to the City:

9. *Public Map 9* was submitted by Planning Commission Chair Daniel Chavez Jr.
10. *Public Map 10* was submitted by the Central Coast Alliance United for a Sustainable Economy (CAUSE)
11. *Public Map 11* was submitted by CAUSE.

At the February 16, 2022 City Council meeting, the City's demographer – Kristen Parks of National Demographic Corporation – gave an overview of the six maps that the members of the City Council had selected to move forward for further consideration (Public Maps 4, 6 and 7, and NDC Maps 201, 203 and 203A) and the three maps that had been submitted after the February 1, 2022 City Council meeting (Public Maps 9, 10 and 11). Following the February 16, 2022 public hearing and after detailed discussions and deliberations by the City Council regarding the various maps, the City Council voted 5 to 2 to select NDC Map 203A as the map it wished to be brought back on March 1, 2022.

ANALYSIS

Based upon the City Council's action on February 16, 2022 regarding the selection of NDC Map 203A, City staff drafted for City Council consideration an ordinance which would amend Oxnard City Code Section 2-2.5. so that the boundaries and identifying number of each City Council district are modified to be consistent with NDC Map 203A.

STRATEGIC PRIORITIES

This agenda item does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kenneth Rozell, Chief Assistant City Attorney, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Ordinance
2. Appendix A

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OXNARD AMENDING OXNARD CITY CODE SECTION 2-2.5
REGARDING CITY COUNCIL DISTRICTS AND AMENDING THE
BOUNDARIES AND IDENTIFICATION NUMBERS OF THE DISTRICTS
AS INDICATED IN APPENDIX A**

WHEREAS, every ten years, cities with by-district elections are required to use new census data to review and redraw district lines to reflect population changes; and

WHEREAS, this redistricting process ensures that all districts within a city have nearly an equal number of people residing within each district; and

WHEREAS, although the City recently went through the districting process in 2018, the Council districts that were created reflected the population totals from the 2010 census; and

WHEREAS, under state law, public entities with elections in November 2022 have until April 17, 2022 in which to adopt district maps that reflect the changes in population indicated in the 2020 census (as modified by the State of California to reflect the original residency of persons incarcerated in California's prisons); and

WHEREAS, although state law only requires that the City hold four public hearings or workshops, the City Council held a total of seven public hearings regarding redistricting on July 29, 2021, September 30, 2021, December 6, 2021, January 6, 2022, January 22, 2022, February 1, 2022 and February 16, 2022; and

WHEREAS, during this redistricting process, members of the public submitted a total of 11 maps for the City Council's consideration (Public Maps 1 through 11) and the City's demographer also prepared four maps for the City Council's consideration (NDC Maps 201, 202, 203 and 203A); and

WHEREAS, after duly considering all of the maps submitted by members of the public and the City's demographer, and considering all written and verbal public testimony, the City Council has determined that it wishes to adopt NDC Map 203A; and

WHEREAS, the City Council finds and declares that NDC Map 203A meets all the requirements of state law including, but limited to, that the modified Council Districts:

- A. Are substantially equal in population;
- B. Comply with the U.S. Constitution, the California Constitution and the federal Voting Rights Act;
- C. Are geographically contiguous;
- D. Minimize the division of local neighborhoods and local communities of interest;

- E. Create district boundaries that residents can easily identify and understand;
- F. Are compact in size; and
- G. Are not adopted to favor or discriminate against a political party.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. **Code Amendment.** Section 2-2.5 of the Oxnard City Code is amended to read as follows:

“**2-2.5 City Council Districts Established.** Six City Council districts are hereby established in the City of Oxnard. The boundaries and identifying number of each district shall be as described on NDC Map 203A codified as Appendix A and incorporated herein by this reference.

Section 2. **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of Oxnard hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

Section 3. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on _____, 2022, and finally adopted on _____, 2022, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Appendix A

