

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



AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
July 12, 2022
Regular Meeting - 5:00 to 6:30 PM

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

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 883 3136 9257**
- 3. Passcode: 945142**

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.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. 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/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (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.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
 - b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

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

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

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the June 14, 2022 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Human Resources Department

SUBJECT: Second Amendment to Gallagher Benefit Services Agreements for Recruitment, Classification and Market Study. (0/5/5)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute the following:

1. Second Amendment to Agreement Number 9109-21-HR with Gallagher Benefit Services for services related to classification and market study for an increase of \$75,000 for a total contract amount not to exceed \$150,000; and

2. Second Amendment to Agreement Number 9338-21-HR with Gallagher Benefit Services for recruitment services for an increase of \$100,000 for a total contract amount not to exceed \$200,000.

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

https://youtu.be/V_q63p7Z3hk

Contact: Steve Naveau, (805) 385-7947

2. Finance Department

SUBJECT: Approval of Four Annual Citywide Blanket Purchase Orders with a Not to Exceed (NTE) amount greater than \$200,000 each. (0/5/5)

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute Blanket Purchase Orders with Amazon Business, Grainger, Office Depot, and Tri-County Office Furniture for not to exceed amounts greater than \$200,000 each utilizing competitively bid and awarded cooperative agreements for daily operations for a period of July 1, 2022, to June 30, 2023.

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

<https://youtu.be/HTvjmE6lkJl>

Contact: Betsy George, (805) 200-5400

3. City Manager Department

SUBJECT: Third Amendment with Kreative Core Technologies Corp (9431-21-FN) for ERP Project Management Services. (0/5/5)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$1,700,000 for a new not to exceed contract amount of \$2,600,000 and to extend the term to December 31, 2023, for Project Management Services related to the Enterprise Resource Planning (ERP) implementation.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/FHzz87NPk9Y>

Contact: Shiri Klima, (805) 385-7487

4. City Manager Department

SUBJECT: Obtaining Councilmember Volunteer to Serve on Whistleblower Hotline Vetting Committee. (0/5/5)

RECOMMENDATION: That the Finance and Governance Committee appoint one Councilmember to serve on the Whistleblower Hotline Vetting Committee.

Contact: Shiri Klima, (805) 385-7487

5. Information Technology Department

SUBJECT: Infrastructure Investment and Jobs Act (IIJA) Grant Application. (0/5/5)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council adopt a resolution authorizing:

1. The submittal of a grant application to the Federal Emergency Management Agency (FEMA) for a \$500,000 grant funding, subject to use of City matching funds, through the Infrastructure Investment and Jobs Act (IIJA) for the purpose of investing in cybersecurity technology for systems used throughout the City;

2. The City Manager or Chief Information Officer, to execute all grant documents, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for an amount not to exceed \$500,000 in State of California IIJA cybersecurity grant funds;

3. The Chief Financial Officer to submit financial reports and grant claims and approve special budget appropriations for use of grant funds; and

4. The Chief Information Officer to submit non-financial reports.

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

<https://youtu.be/qlhNexZqBD4>

Contact: Helen Miller, (805)385-7446

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

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

DATE: July 12, 2022

TO: Finance & Governance Committee

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Finance & Governance Committee approve the minutes of the June 14, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 06 14 2022 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
JUNE 14, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:01 p.m., Chair John C. Zaragoza called to order the regular meeting of the Oxnard City Council Finance and Governance Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Gabriela Basua, Member Gabriel (Gabe) Teran, and Chair John C. Zaragoza were present in person.

Staff members Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Phillip Molina, City Treasurer; Helen Miller, Chief Information Officer; and Rose Chaparro, City Clerk were also present.

Staff members that participated via videoconference were Alexander Nguyen, City Manager and Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer.

Henry Oum, CPA, Audit Partner with Price Paige & Company, participated via videoconference.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the May 24, 2022 regular meeting as presented.

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

D. REPORTS

1. City Treasurer

SUBJECT: Adoption of the Investment Policy. (0/5/5)

RECOMMENDATION: That the Finance and Governance Committee recommend the City Council adopt the FY 2022-23 investment policy for the City.

Phillip Molina, City Treasurer, presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. City Manager Department

SUBJECT: City of Oxnard Whistleblower Summary Update. (5/5/5)

RECOMMENDATION: That the Finance and Governance Committee recommends that the City Council receive and file an update on whistleblower matters.
(Presentation will be live upon consultant's request).

Shiri Klima, Deputy City Manager, introduced Henry Oum, CPA, Audit Partner with Price Paige & Company, who presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

3. Information Technology Department

SUBJECT: Ratify the Microsoft Corporation Enterprise Agreement #808445 for Information Technology Software Licensing. (0/5/5)

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council ratify the City's Microsoft Corporation Volume Licensing Enterprise Agreement #808445 and authorize the Mayor to execute Purchase Order #8617 with SoftwareOne, Inc. for a not-to-exceed amount of \$365,062.08 for the continued use and purchase of Microsoft products for the June 1, 2020, to May 31, 2023, agreement term.

Helen Miller, Chief Information Officer, presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 5:32 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Chair



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: July 12, 2022

TO: Finance & Governance Committee

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Second Amendment to Gallagher Benefit Services Agreements for Recruitment, Classification and Market Study. (0/5/5)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute the following:

1. Second Amendment to Agreement Number 9109-21-HR with Gallagher Benefit Services for services related to classification and market study for an increase of \$75,000 for a total contract amount not to exceed \$150,000; and
2. Second Amendment to Agreement Number 9338-21-HR with Gallagher Benefit Services for recruitment services for an increase of \$100,000 for a total contract amount not to exceed \$200,000.

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

https://youtu.be/V_q63p7Z3hk

BACKGROUND

The City entered into a contract with Gallagher Benefit Services for the Classification and Market Study, agreement 9109-21-HR, in January 2021 for \$50,000 with a termination date of December 31, 2021. A First Amendment was approved in August 2021 to increase by \$25,000 for a total not to exceed of \$75,000. This Second Amendment will extend the agreement to December 31, 2022, and add an additional \$75,000. The additional funds will be used for consulting to finalize the implementation of the Classification and Compensation Study.

The City entered into a contract with Koff and Associates for Recruitment Services. This agreement provides recruitment services for executive searches and hard-to-fill positions. On April 30, 2021, Gallagher Benefit Services bought Koff and Associates. Agreement 9338-21-HR was approved in July 2021 for \$70,000 under Gallagher Benefit Services. A First Amendment was approved in April 2022 to extend the agreement to December 31, 2022, and add an additional \$30,000 for a total agreement of \$100,000. This Second Amendment will extend the agreement to June 30, 2023, and add an additional \$100,000 for a total agreement of \$200,000.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the

City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

Fiscal Year 2022-2023 funding to cover the cost of these amendments is available as follows: \$75,000 from the General Fund (Account 101-1701-801.82-09, 9109-21-HR) and \$100,000 from various departmental operating budgets (9338-21-HR).

Prepared by: Casey Clay, Human Resources Manager

ATTACHMENTS

1. Second Amendment with Gallagher Benefits Services, Inc. (9109-21-HR)
2. First Amendment with Gallagher Benefit Services, Inc. (9109-21-HR)
3. Original Agreement with Gallagher Benefits Services, Inc. (9109-21-HR)
4. Second Amendment with Gallagher Benefits Services, Inc. (9338-21-HR)
5. First Amendment Ballagher Benefits Services, Inc. (9338-21-HR)
6. Original Agreement with Gallagher Benefit Services, Inc. (9338-21-HR)
7. FGC Presentation Gallagher Contract 2nd Amend (07122022)

SECOND AMENDMENT TO CONSULTING SERVICES

This Second Amendment (“Second Amendment”) to the Consulting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, 20th day of June, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Gallagher Benefit Services, Inc. (“Consultant”). This Second Amendment amends the Agreement entered into on January 15, 2021, by City and Gallagher Benefits Services, Inc. The Agreement previously has been amended on August 11, 2021, by a First Amendment.

City and Consultant agree as follows:

1. The Agreement ending date in Section 5 of the Cover Page of the Agreement is hereby amended to 12/31/2022
2. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to “\$150,000.”
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

GALLAGHER BENEFITS SERVICES, INC.

☐ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

Georg S. Krammer, Managing Director Date

Catherine B. Kaneko, Treasurer Date

ATTEST:

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

APPROVED AS TO FORM:

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

FIRST AMENDMENT TO CONSULTING SERVICES

This First Amendment ("First Amendment") to the Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, 11th day of August, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Gallagher Benefit Services ("Consultant"). This First Amendment amends the Agreement entered into on January 15, 2021, by City and Consultant.

City and Consultant agree as follows:

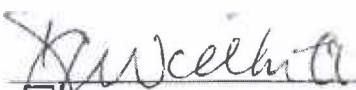
1. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to "\$75,000."
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

GALLAGHER BENEFIT SERVICES

 8/17/21
☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

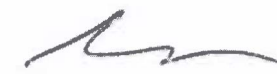
Mike Verdoorn, Principal Consultant Date

Date

ATTEST:

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

APPROVED AS TO FORM:

 8/11/2021

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

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

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

CITY OF OXNARD

GALLAGHER BENEFIT SERVICES

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

 8-10-2021
Mike Verdoorn, Principal Consultant Date

_____, _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: 1/15/2021
- (2) Consultant: Gallagher Benefits Services
- (3) Services: Classification and Compensation Market Study
- (4) Schedule of Services: See Scope of Services:
- (5) Agreement Ending Date: 12/31/2021
- (6) Total Agreement Amount: \$50,000
- (7) City's Project Manager: Steve Naveau
- (8) Consultant's Project Manager: Mike Verdoorn
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:
- | | |
|----------------------------------|--|
| <i>FOR CONSULTANT:</i> | <i>FOR CITY:</i> |
| 901 Marquette Ave. S., Ste. 1900 | 300 W. 3 rd St. First Floor |
| Minneapolis, MN 55402 | Oxnard, CA 93030 |
| Attn: Mike Verdoorn, | Attn: Steve Naveau, |
- (11) Contact Emails:
- | | |
|---|---|
| <i>CONSULTANT'S PROJECT
MANAGER:</i> | <i>CITY'S PROJECT MANAGER:</i> |
| <u>Mike.verdoorn@ajg.com</u> | <u>steve.naveau@oxnard.org</u> |

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-B)

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.

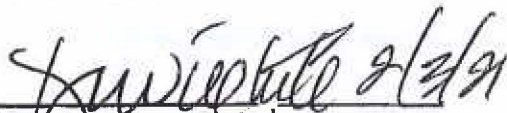
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, 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 relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

GALLAGHER BENEFITS SERVICES


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

Mike Verdoorn, Principal Consultant _____ Date

_____ 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 \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

Agreement No. 9109-21-HR

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

GALLGHER BENEFITS SERVICES

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

 Jan 28, 2021
 Mike Verdoorn, Principal Consultant Date

Date

ATTEST:

 Rose Chapparo, 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 \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

SCOPE OF SERVICES EXHIBIT

PROJECT WORK PLAN

Based on our understanding of your needs, we have prepared a detailed summary of the phases of a work plan we believe addresses your stated issues.

Study Phases	Tasks & Activities
I. Project Initiation and Administration	- Initial meetings (up to three) conducted by phone with the City management, HR, governance and others as appropriate to address current issues related to compensation, pay and structure, policies, philosophies and strategies. - Organization, classification, compensation, and job description material collected. - Project timetable refined. - Discussion of comparable labor market and survey sources.
II. Compensation Survey Administration and Analysis	- Review the approximately 60 benchmark jobs/classifications for collecting market data. - Review and update the custom survey instrument and labor market for distribution - Collect market base salary data from published survey sources such as WTW Towers Watson, Mercer, CompData, and/or other surveys the City participated. - Provide analysis of how current employees are compensated compared to the identified labor market. - Conduct a competitive analysis to determine whether the City leads, lags or is consistent with the market.
III. Salary Structure Update and Implementation	- Review the City current pay structure and provide recommendation for adjustments/updates based on new market data. - Depending on overall cost to implement, immediate and/or phase in implementation options will be developed. - Review and finalization of recommendations.
IV. Project Finalization	- Ongoing virtual meetings with the City regarding study progress and results. - Development of draft report for review and approval. - Meeting with HR and the City leadership to present study findings. - Final report delivery and presentation.

ESTIMATED TIMING

The schedule below is an estimate to complete each phase by month that is advisable for this type of project. We will discuss the details of each phase during Phase I and identify specific deadlines for the project at that time. We will conduct frequent conference calls with the City and Gallagher to ensure that the schedule is monitored throughout the project.

As shown in the schedules presented below, Gallagher employs a sequential process of conducting a study of this nature although some tasks can be conducted simultaneously.

PHASE	DESCRIPTION	MONTH			
		1	2	3	4
I	Project Initiation and Administration	■			
II	Compensation Survey Administration and Analysis	■	■		
III	Salary Structure Update and Implementation		■	■	
IV	Project Finalization			■	■

RATES AND COSTS EXHIBIT

PROPOSED FEES & RATES

The total estimated cost for the custom survey, data analysis and virtual meetings with the City will cost \$50,000.

Agreement No.

INSURANCE EXHIBIT

FIRST AMENDMENT TO CONSULTING SERVICES

This First Amendment (“First Amendment”) to the Consulting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, 11th day of August, 2021, by and between the City of Oxnard, a municipal corporation (“City”), and Gallagher Benefit Services (“Consultant”). This First Amendment amends the Agreement entered into on January 15, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to “\$75,000.”
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

GALLAGHER BENEFIT SERVICES


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

Mike Verdoorn, Principal Consultant Date

_____, _____ Date

ATTEST:

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

APPROVED AS TO FORM:



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

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

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

CITY OF OXNARD

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

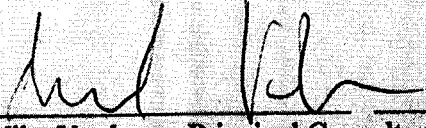
ATTEST:

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

APPROVED AS TO FORM:

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

GALLAGHER BENEFIT SERVICES

 8-16-2021

Mike Verdoorn, Principal Consultant _____ Date

_____ Date

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: 1/15/2021
- (2) Consultant: Gallagher Benefits Services
- (3) Services: Classification and Compensation Market Study
- (4) Schedule of Services: See Scope of Services:
- (5) Agreement Ending Date: 12/31/2021
- (6) Total Agreement Amount: \$50,000
- (7) City's Project Manager: Steve Naveau
- (8) Consultant's Project Manager: Mike Verdoorn
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:
- | | |
|---|---|
| <i>FOR CONSULTANT:</i>
901 Marquette Ave. S., Ste. 1900
Minneapolis, MN 55402

Attn: Mike Verdoorn, | <i>FOR CITY:</i>
300 W. 3 rd St. First Floor
Oxnard, CA 93030

Attn: Steve Naveau, |
|---|---|
- (11) Contact Emails:
- | | |
|---|---|
| <i>CONSULTANT'S PROJECT
MANAGER:</i>

<u>Mike_verdoorn@ajg.com</u> | <i>CITY'S PROJECT MANAGER:</i>

<u>steve.naveau@oxnard.org</u> |
|---|---|

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-B)

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.

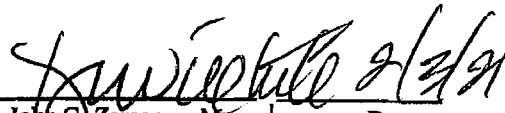
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, 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 relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

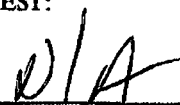
GALLAGHER BENEFITS SERVICES


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

Mike Verdoorn, Principal Consultant _____ Date

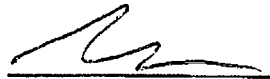
Date

ATTEST:



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

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney (always required) _____ Date
1/27/2021

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

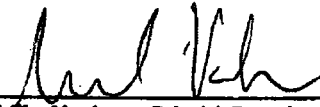
Agreement No. 9109-21-HR

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

GALLGHER BENEFITS SERVICES

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

 Jan 28, 2021
Mike Verdoorn, Principal Consultant _____ Date

Date

ATTEST:

Rose Chapparo, 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 \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

SCOPE OF SERVICES EXHIBIT

PROJECT WORK PLAN

Based on our understanding of your needs, we have prepared a detailed summary of the phases of a work plan we believe addresses your stated issues.

Study Phases	Tasks & Activities
I. Project Initiation and Administration	› Initial meetings (up to three) conducted by phone with the City management, HR, governance and others as appropriate to address current issues related to compensation, pay and structure, policies, philosophies and strategies. › Organization, classification, compensation, and job description material collected. › Project timetable refined. › Discussion of comparable labor market and survey sources.
II. Compensation Survey Administration and Analysis	› Review the approximately 60 benchmark jobs/classifications for collecting market data. › Review and update the custom survey instrument and labor market for distribution › Collect market base salary data from published survey sources such as WTW Towers Watson, Mercer, CompData, and/or other surveys the City participated. › Provide analysis of how current employees are compensated compared to the identified labor market. › Conduct a competitive analysis to determine whether the City leads, lags or is consistent with the market.
III. Salary Structure Update and Implementation	› Review the City current pay structure and provide recommendation for adjustments/updates based on new market data. › Depending on overall cost to implement, immediate and/or phase in implementation options will be developed. › Review and finalization of recommendations.
IV. Project Finalization	› Ongoing virtual meetings with the City regarding study progress and results. › Development of draft report for review and approval. › Meeting with HR and the City leadership to present study findings. › Final report delivery and presentation.

ESTIMATED TIMING

The schedule below is an estimate to complete each phase by month that is advisable for this type of project. We will discuss the details of each phase during Phase I and identify specific deadlines for the project at that time. We will conduct frequent conference calls with the City and Gallagher to ensure that the schedule is monitored throughout the project.

As shown in the schedules presented below, Gallagher employs a sequential process of conducting a study of this nature although some tasks can be conducted simultaneously.

PHASE	DESCRIPTION	MONTH			
		1	2	3	4
I	Project Initiation and Administration	■			
II	Compensation Survey Administration and Analysis	■	■		
III	Salary Structure Update and Implementation		■	■	
IV	Project Finalization			■	■

RATES AND COSTS EXHIBIT

PROPOSED FEES & RATES

The total estimated cost for the custom survey, data analysis and virtual meetings with the City will cost \$50,000.

Agreement No.

INSURANCE EXHIBIT

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment (“Second Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 20th day of June, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Gallagher Benefits Services, Inc. (“Consultant”). This Second Amendment amends the Agreement entered into on September 28, 2021, by City and Consultant. The Agreement previously has been amended on April 7, 2022.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to June 30, 2023.
2. The amount \$100,000 in Section 6 of the Cover Page of the Agreement is hereby amended to “\$200,000.”
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

GALLAGHER BENEFITS SERVICES, INC.

☐ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

Georg S. Krammer, Managing Director Date

Catherine B. Kaneko, Treasurer Date

ATTEST:

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

APPROVED AS TO FORM:

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

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 7th day of April, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Gallagher Benefits Services, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on September 28, 2021, by City and Consultant.

City and Consultant agree as follows:

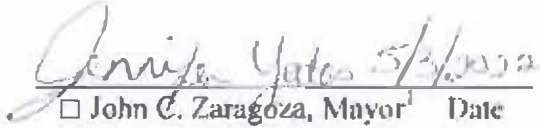
1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to December 31, 2022.
2. The amount \$70,000 in Section 6 of the Cover Page of the Agreement is hereby amended to "\$100,000."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

GALLAGHER BENEFITS SERVICES, INC.

 5/3/2022

- ☐ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☒ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

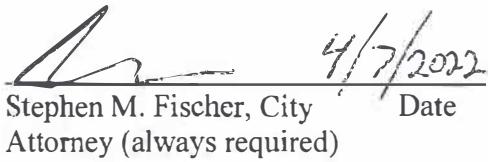
Georg S. Krammer, Managing Director Date

Catherinc B. Kaneko, Treasurer Date

ATTEST:

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

APPROVED AS TO FORM:

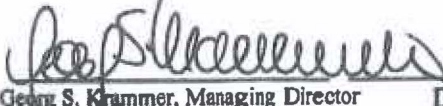
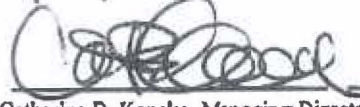
 4/7/2022
Stephen M. Fischer, City Date
Attorney (always required)

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

CITY OF OXNARD

GALLAGHER BENEFIT SERVICES, INC.

☐ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☒ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

 4-15-22
George S. Krammer, Managing Director Date
 4-18-22
Catherine B. Kaneko, Managing Director Date

ATTEST:

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

APPROVED AS TO FORM:

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

AGREEMENT/AMENDMENT REVIEW FORM
Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: KOFF AND ASSOCIATES **Agreement No:** 9338-21-HR
Address: 2835 SEVENTH STREET, BERNELY CA, 94710
Contact Name: FRANK ROJAS **Email:** FRJAS@KOFFASSOCIATES.COM **Phone:** 510-495-0448 **INS:** B
Committee Date: _____ **Council Date:** _____
Committee Agenda #: _____ **Council Agenda #:** _____

Department: HUMAN RESOURCES **Contingency Requested:** \$ _____
Project Manager: LISA BAKER **EISPM Funds ¹ Requested:** \$ _____
Phone: 805-385-7596 **Value of Agreement :** \$ 70,000
Email: LISA.BAKER@OXNARD.ORG **Amendment No:** _____
Type of Agreement: _____ **Value of Amendment:** \$ _____
Business Tax Cert No. _____ **Current Agr. Val. (w/amendments)** \$ _____
Secretary of State ID: _____ **P.O. No. (if existing agreement):** _____
Agreement Term: _____ **Req. No. (if new agreement):** 5591 ✓
Termination Date: 6/30/2022 **Funding Source:** _____
Bid No.: N/A **Account No. ²:** VARIOUS DEPARTMENTS
NSS Control #: 21-27 ✓

Purpose of Agreement/Amendment: VARIOUS CITY EXECUTIVE RECRUITMENTS

(Accounts TBD via Request to Encumber funds)

Review Sequence (please write in N/A for any steps not required)

1. Project Manager
2. Division Manager
3. Assistant Department Director
4. Department Director
5. General Accounting (for Leases only)
6. Budget Management (*Funding via RTE-TBD*)
7. Risk Management³
8. City Attorney
9. Contractor/Vendor/Consultant (signs contract; no need to initial this form)
10. Buyer⁵
11. Purchasing Manager⁶
12. City Manager/ACM⁷
13. Mayor⁸
14. City Clerk⁹

Initials	Date
<u>LRB</u>	<u>9/9/21</u>
<u>CP</u>	<u>9/9/21</u>
<u>SW</u>	<u>9/10/21</u>
<u>N/A</u>	<u>-</u>
<u>N/A</u>	<u>-</u>
<u>me</u>	<u>9/23/21</u>
<u>RL</u>	<u>9/9/21</u>
<u>AW</u>	<u>9/28/21</u>
<u>RA</u>	<u>-</u>
<u>WA</u>	<u>-</u>
<u>N/A</u>	<u>-</u>

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: 7/20/21
- (2) Consultant: Gallagher Benefits Services, Inc.
- (3) Services: Various Executive Recruitments
- (4) Schedule of Services: See Schedule of Services
- (5) Agreement Ending Date: 6/30/2022
- (6) Total Agreement Amount: \$70,000
- (7) City's Project Manager: Lisa Baker
- (8) Consultant's Project Manager: Frank Rojas
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

FOR CONSULTANT:

2835 Seventh St.
Berkeley, CA 94710
Attn: Frank Rojas,

FOR CITY:

300 W. 3rd St.
Oxnard, CA 93030
Attn: Lisa Baker,

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

frank@koffassociates.com

CITY'S PROJECT MANAGER:

lisa.baker@oxnard.org

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

- X Scope of Services Exhibit
- X Rates and Costs Exhibit
- X Insurance Exhibit (INS-B)

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, Indemnity and Limitation of Liability.

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 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, excepting liabilities caused by the sole or active negligence or willful misconduct by the City or its agents, servants, or independent contractors, other than Consultant, who are acting on behalf of the City. 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. Consultant's liability to the City and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Consultant from City for the particular Services giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

b. 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. Notwithstanding the foregoing, Consultant will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the City was used to create and which was developed entirely using Consultant's own resources. To the extent Consultant's intellectual property is necessary for the City to use the services provided, Consultant will grant to the City a non-exclusive, royalty-free license to Consultant's intellectual property solely for the City's use of such services.

f. 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

GALLAGHER BENEFITS SERVICES, INC.

 9/28/21

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

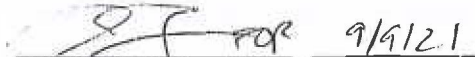
Georg S. Krammer, CEO Date

Catherine B. Kaneko, Treasurer Date

ATTEST:

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

APPROVED AS TO FORM:

 9/9/21
Stephen M. Fischer, City Attorney (always required) Date

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

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

 9-10-2021
Georg S. Krammer, Managing Director _____ Date

 9/10/2021
Catherine B. Kaneko, Managing Director _____ 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.

SCOPE OF SERVICES EXHIBIT

Phase I:

- Meet with 'City' to gather information and develop specifications and ideal candidate profile
- Coordinate with City on development of recruitment brochure for the Executive Recruitment
- Complete recruitment brochure and post brochure on Consultant's website
- Place ads in appropriate sources
- Print and distribute brochure
- Receive all resumes, provide acknowledgement
- Keep client updated on recruitment progress
- Conduct proactive outreach by initiating contact with potential applicants and referral sources

Phase II:

- Identify/screen candidates
- Conduct preliminary interviews
- Submit report/overview to City
- Meet with City to identify finalists; set interview date, contact candidates & schedule accordingly
- Notify all applicants of status in the recruitment

Phase III:

- Task 1 – Provide questions menu, schedules, and all follow up materials
- Task 2 – Facilitate process for first and final interviews, as needed
- Task 3 – Conduct thorough background and reference checks
- Task 4 – Contract negotiations (if requested)

RATES AND COSTS EXHIBIT

The cost (professional fees) for the above activities will vary per Executive Recruitment. A full recruitment shall not exceed **\$23,000**, which includes reimbursable expenses up to **\$5,500**.

Reimbursable expenses include advertising costs, brochure printing, supplies, shipping costs. Professional fees and reimbursable expenses are billed monthly.

Neither the City nor Consultant shall provide travel costs for candidates.

Non-solicitation:

Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any K&A employee or contractor (each, a "Team Member") with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that K&A recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member's first year's total compensation which accurately reflects a reasonable estimate of K&A's time and costs attendant to its recruitment, hiring, retention, and management of Team Members.

Agreement No.

INSURANCE EXHIBIT [INS-B]

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment (“First Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 7th day of April, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Gallagher Benefits Services, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on September 28, 2021, by City and Consultant.

City and Consultant agree as follows:

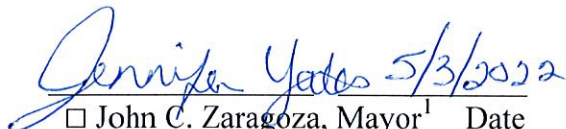
1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to December 31, 2022.
2. The amount \$70,000 in Section 6 of the Cover Page of the Agreement is hereby amended to “\$100,000.”
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

GALLAGHER BENEFITS SERVICES, INC.

 5/3/2022

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

Georg S. Krammer, Managing Director Date

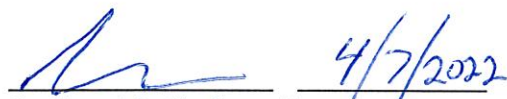
Catherine B. Kaneko, Treasurer Date

ATTEST:

 N/A

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

APPROVED AS TO FORM:

 4/7/2022

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

1

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

CITY OF OXNARD

GALLAGHER BENEFIT SERVICES, INC.

☐ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☒ Jennifer Yates, Purchasing Manager
☐ _____, Buyer

 4-15-22
Georg S. Krammer, Managing Director Date

 4-18-22
Catherine B. Kaneko, Managing Director Date

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: 7/20/21
- (2) Consultant: Gallagher Benefit Services, Inc.
- (3) Services: Various Executive Recruitments
- (4) Schedule of Services: See Schedule of Services
- (5) Agreement Ending Date: 6/30/2022
- (6) Total Agreement Amount: \$70,000
- (7) City's Project Manager: Lisa Baker
- (8) Consultant's Project Manager: Frank Rojas
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

FOR CONSULTANT:

2835 Seventh St.
Berkeley, CA 94710
Attn: Frank Rojas,

FOR CITY:

300 W. 3rd St.
Oxnard, CA 93030
Attn: Lisa Baker,

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

frojas@koffassociates.com

CITY'S PROJECT MANAGER:

lisa.baker@oxnard.org

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

- X Scope of Services Exhibit
- X Rates and Costs Exhibit
- X Insurance Exhibit (INS-B)

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, Indemnity and Limitation of Liability.

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 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, excepting liabilities caused by the sole or active negligence or willful misconduct by the City or its agents, servants, or independent contractors, other than Consultant, who are acting on behalf of the City. 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. Consultant's liability to the City and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Consultant from City for the particular Services giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

b. 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. Notwithstanding the foregoing, Consultant will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the City was used to create and which was developed entirely using Consultant's own resources. To the extent Consultant's intellectual property is necessary for the City to use the services provided, Consultant will grant to the City a non-exclusive, royalty-free license to Consultant's intellectual property solely for the City's use of such services.

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

GALLAGHER BENEFIT SERVICES, INC.

<u><i>[Signature]</i></u> <u>9/28/21</u> ☐ John C. Zaragoza, Mayor¹ Date ☐ Alexander Nguyen, City Manager ☒ Daniel Willhite, Purchasing Agent ☐ Buyer	_____ Georg S. Krammer, CEO Date _____ Catherine B. Kaneko, Treasurer Date
---	---

ATTEST:

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

APPROVED AS TO FORM:

[Signature] 9/9/21
 Stephen M. Fischer, City Date
 Attorney (always required)

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

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

 9-10-2021

Georg S. Krammer, Managing Director Date

 9/10/2021

Catherine B. Kaneko, Managing Director 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.

SCOPE OF SERVICES EXHIBIT

Phase I:

- Meet with 'City' to gather information and develop specifications and ideal candidate profile
- Coordinate with City on development of recruitment brochure for the Executive Recruitment
- Complete recruitment brochure and post brochure on Consultant's website
- Place ads in appropriate sources
- Print and distribute brochure
- Receive all resumes, provide acknowledgement
- Keep client updated on recruitment progress
- Conduct proactive outreach by initiating contact with potential applicants and referral sources

Phase II:

- Identify/screen candidates
- Conduct preliminary interviews
- Submit report/overview to City
- Meet with City to identify finalists; set interview date, contact candidates & schedule accordingly
- Notify all applicants of status in the recruitment

Phase III:

- Task 1 – Provide questions menu, schedules, and all follow up materials
- Task 2 – Facilitate process for first and final interviews, as needed
- Task 3 – Conduct thorough background and reference checks
- Task 4 – Contract negotiations (if requested)

RATES AND COSTS EXHIBIT

The cost (professional fees) for the above activities will vary per Executive Recruitment. A full recruitment shall not exceed **\$23,000**, which includes reimbursable expenses up to **\$5,500**.

Reimbursable expenses include advertising costs, brochure printing, supplies, shipping costs. Professional fees and reimbursable expenses are billed monthly.

Neither the City nor Consultant shall provide travel costs for candidates.

Non-solicitation:

Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any K&A employee or contractor (each, a "Team Member") with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that K&A recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member's first year's total compensation which accurately reflects a reasonable estimate of K&A's time and costs attendant to its recruitment, hiring, retention, and management of Team Members.

INSURANCE EXHIBIT [INS-B]

SECOND AMENDMENT TO GALLAGHER BENEFIT SERVICES AGREEMENTS FOR RECRUITMENT, CLASSIFICATION AND MARKET STUDY

Presented to the Finance and Governance Committee

Casey Clay, Human Resources Manager

July 12, 2022

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute the following agreements:

1. Second Amendment to Agreement Number 9109-21-HR with Gallagher Benefit Services related to classification and market study for an increase of \$75,000 for a total contract amount not to exceed \$150,000; and
2. Second Amendment to Agreement Number 9338-21-HR with Gallagher Benefit Services for recruitment services for an increase of \$100,000 for a total contract amount not to exceed of \$200,000.

BACKGROUND

- The City entered into a contract with Gallagher Benefit Services for the Classification and Market Study, agreement 9109-21-HR, in January 2021 for \$50,000 with a termination date of December 31, 2021. A First Amendment was approved in August 2021 to increase by \$25,000 for a total not to exceed \$75,000. This Second Amendment will extend the agreement to December 31, 2022 and add an additional \$75,000 for a total agreement of \$150,000 to finalize the implementation of the Classification and Compensation Study.
- The City entered into a contract with Koff and Associates for Recruitment Services. On April 30, 2021, Gallagher Benefit Services bought Koff and Associates. Agreement 9338-21-HR was approved in July 2021 for \$70,000 under Gallagher Benefit Services. A First Amendment was approved in April 2022 to extend the agreement to December 31, 2022, and add an additional \$30,000 for a total agreement of \$100,000. This Second Amendment will extend the agreement to June 30, 2023, and add an additional \$100,000 for a total agreement of \$200,000. With the City's high Vacancy rate, this agreement will provide recruitment services for executive searches and hard-to-fill positions.

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute the Second Amendment to Agreement Number 9109-21-HR with Gallagher Benefit Services related to classification and market study for a contract total amount not to exceed \$150,000, and Second Amendment to Agreement Number 9338-21-HR with Gallagher Benefit Services for recruitment services for a total contract amount not to exceed \$200,000.

Financial Impact

- The cost to cover these agreements is included as part of the FY 2022-23 Budget.



QUESTIONS



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: July 12, 2022

TO: Finance & Governance Committee

FROM: Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org

SUBJECT: Approval of Four Annual Citywide Blanket Purchase Orders with a Not to Exceed (NTE) amount greater than \$200,000 each. (0/5/5)

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute Blanket Purchase Orders with Amazon Business, Grainger, Office Depot, and Tri-County Office Furniture for not to exceed amounts greater than \$200,000 each utilizing competitively bid and awarded cooperative agreements for daily operations for a period of July 1, 2022, to June 30, 2023.

Please click the following link to view the required Measure M pre-recorded presentation video:
<https://youtu.be/HTvjmE6lkJI>

BACKGROUND

A blanket purchase order (BPO) is an agreement established with a vendor to fill repetitive needs for goods. BPOs make it easier for the vendor and departments to fill recurring needs, while using the City's full buying power by taking advantage of quantity discounts, saving administrative time, and reducing paperwork. BPOs are established as purchase orders with a maximum order amount or not to exceed (NTE) amount, rather than for a specific amount.

DISCUSSION

Each fiscal year, departments and divisions require a quick and efficient method to procure goods needed to accomplish their mission. Blanket purchase orders are a tool the City of Oxnard utilizes, as do many other public agencies, in order to satisfy this need. The blanket purchase orders proposed in this report will be issued using cooperative agreements that have been bid and awarded in accordance with local, State and, in many instances, federal laws that govern public procurement, and other public agencies, like the City, are invited to utilize the terms and conditions of purchase.

Below is a list of recommended BPOs to be used citywide that will be awarded through a cooperative agreement, with an annual NTE amount greater than \$200,000 that require the Mayor or most senior Council Member's approval and signature. While the contracts continue past this fiscal year, we are only requesting authorization for the current fiscal year.

<u>Vendor Name</u>	<u>Cooperative Agreement</u>	<u>Cooperative Agreement Number</u>	<u>Cooperative Agreement Initial Expiration Date</u>	<u>FY 2022-23 Recommended Not to Exceed Amount</u>
Amazon Business	OMNIA Partners	MA3457	5/5/2025	\$300,000
Grainger, Inc.	OMNIA Partners	2018-000207	6/30/2025	\$250,000
Office Depot	OMNIA Partners	R190303	6/30/2024	\$225,000
Tri-County Office Furniture	OMNIA Partners	2020000622	12/31/2024	\$250,000

The Purchasing Division of the Finance Department requests approval of the four blanket purchase orders for the NTE amounts in the table above. The amounts suggested are based on data collected from departments' FY 2022-23 forecasted spending with each vendor, rising inflation, unpredictability for cost of goods, and a significant number of vacancies that once filled may require the purchase of office furniture. As reference, previous spending, by vendor, is provided in the table below.

<u>Vendor</u>	<u>FY 19-20</u>	<u>FY 20-21</u>	<u>FY 21-22 (thru mid-June)</u>	<u>3-Year Average</u>
Amazon Business	\$277,101	\$244,090	\$288,695	\$279,271
Grainger, Inc.	\$189,281	\$198,694	\$177,354	\$194,941
Office Depot	\$145,366	\$157,729	\$151,720	\$156,833
Tri-County Office Furniture	\$126,673	\$163,924	\$234,072	\$180,920

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

Before a purchase is made from any of the four BPO vendors, Finance and the Department requesting the purchase will ensure that there are sufficient appropriations in each department's FY 2022-23 approved budget.

Prepared by: Jennifer Yates, Purchasing Manager

ATTACHMENTS

1. BPO8719 Amazon
2. BPO8720 Grainger
3. BPO8722 Office Depot
4. BPO8723 Tri-County Office Furniture

5. FY 22-23 CityWide BPOs Presentation



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

**PURCHASE
ORDER NO.
008719**

DATE: 6/27/2022

VENDOR PHONE: (888)283-2209

VENDOR FAX: () -

VENDOR #: 21080

VENDOR ADDRESS: AMAZON CAPITAL SERVICES, INC.
P.O. BOX 035184
SEATTLE, WA 98124-5184

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	
06/30/2023			06/27/2022	MANJULA K.	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

**CITYWIDE ONLINE MARKETPLACE FOR GOODS &
SUPPLIES**

Effective date: 07/01/2022
Expiration date: 06/30/2023
Not to exceed: 300,000.00

CITYWIDE ONLINE MARKETPLACE FOR GOODS/SUPPLIES
OMNIA PARTNERS COOPERATIVE AGREEMENT MA3457
EXP. 6/30/23 (OMNIA EXP. 5/5/25)

TOTAL PURCHASE AMOUNT

\$0.00

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

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

AUTHORIZED SIGNATURE. _____

John C. Zaragoza, Mayor

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

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

PURCHASE ORDER NO. 008719
--

DATE: 6/27/2022

VENDOR PHONE: (888)283-2209
VENDOR FAX: () -
VENDOR #: 21080
VENDOR ADDRESS: AMAZON CAPITAL SERVICES, **SHIP TO:** VARIOUS LOCATIONS
 INC.
 P.O. BOX 035184 VARIOUS LOCATIONS
 SEATTLE, WA 98124-5184 SEE DESCRIPTION
 OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2023			06/27/2022	MANJULA K.	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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



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

**PURCHASE
ORDER NO.
008720**

DATE: 6/27/2022

VENDOR PHONE: (805)388-7076
VENDOR FAX: () -
VENDOR #: 5404
VENDOR ADDRESS: GRAINGER
930 VIA ALONDRA
CAMARILLO, CA 93012-8047

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	
06/30/2023			06/27/2022		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CITYWIDE BLANKET PO FOR INDUSTRIAL SUPPLIES

Effective date: 07/01/2022
Expiration date: 06/30/2023
Not to exceed: 250,000.00

CITYWIDE INDUSTRIAL SUPPLIES, MAINTENANCE, TOOLS
OMNIA PARTNERS COOPERATIVE AGREEMENT 2018-000207
EXP 6/30/23 (OMNIA EXP. 6/30/25)

TOTAL PURCHASE AMOUNT

\$0.00

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

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

AUTHORIZED SIGNATURE. _____
John C. Zaragoza, Mayor

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

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

PURCHASE ORDER NO. 008720
--

DATE: 6/27/2022

VENDOR PHONE: (805)388-7076
VENDOR FAX: () -
VENDOR #: 5404
VENDOR ADDRESS: GRAINGER
930 VIA ALONDRA
CAMARILLO, CA 93012-8047

SHIP TO: VARIOUS LOCATIONS
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OXNARD, CA 93030

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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

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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.
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 - 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.
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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.
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 - 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.



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

**PURCHASE
ORDER NO.
008722**

DATE: 6/27/2022

VENDOR PHONE: (888)263-3423

VENDOR FAX: () -

VENDOR #: 24461

VENDOR ADDRESS: ODP BUSINESS SOLUTIONS, LLC
6600 N. MILITARY TRL
BOCA RATON, FL 33496

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	
06/30/2023			06/27/2022	LEE SCOTT	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CITYWIDE OFFICE SUPPLIES

Effective date: 07/01/2022

Expiration date: 06/30/2023

Not to exceed: 225,000.00

CITYWIDE OFFICE SUPPLIES
OMNIA PARTNERS COOPERTIVE AGREEMENT R190303
EXP. 6/30/23 (OMNIA EXP. 6/30/24)

TOTAL PURCHASE AMOUNT

\$0.00

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

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

AUTHORIZED SIGNATURE. _____
John C. Zaragoza, Mayor

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

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

**PURCHASE
ORDER NO.
008722**

DATE: 6/27/2022

VENDOR PHONE: (888)263-3423
VENDOR FAX: () -
VENDOR #: 24461
VENDOR ADDRESS: ODP BUSINESS SOLUTIONS, LLC SHIP TO: VARIOUS LOCATIONS
6600 N. MILITARY TRL VARIOUS LOCATIONS
BOCA RATON, FL 33496 SEE DESCRIPTION
OXNARD, CA 93030

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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.



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

**PURCHASE
ORDER NO.
008723**

DATE: 6/27/2022

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	
06/30/2023			06/27/2022		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CITYWIDE BLANKET PO FOR OFFICE FURNITURE

Effective date: 07/01/2022

Expiration date: 06/30/2023

Not to exceed: 250,000.00

CITYWIDE BLANKET PO FOR OFFICE FURNITURE PURCHASES
OMNIA PARTNERS COOPERATIVE AGREEMENT 2020000622
EXP. 6/30/23 (OMNIA EXP. 12/31/24)

TOTAL PURCHASE AMOUNT

\$0.00

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

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

AUTHORIZED SIGNATURE. _____

John C. Zaragoza, Mayor

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

**PURCHASE
ORDER NO.
008723**

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

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99

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.
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 - 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.
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 - 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.

Citywide Blanket Purchase Orders

Finance and Governance Committee

Jennifer Yates, Purchasing Manager
July 12, 2022



That the Finance and Governance Committee recommend that City Council authorize the Mayor to execute Blanket Purchase Orders with Amazon Business, Grainger, Office Depot, and TriCounty Office Furniture for not to exceed amount greater than \$200,000 each utilizing competitively bid and awarded cooperative agreements for daily operations for a period of July 1, 2022 to June 30, 2023.



- A blanket purchase order (BPO) is an agreement established with a vendor to fill repetitive needs for goods.
- BPOs make it easier for the vendor and departments to fill recurring needs, while using the buyer's full buying power by taking advantage of quantity discounts, saving administrative time, and reducing paperwork.
- BPOs are established as purchase orders with a maximum order amount or not to exceed (NTE) amount, rather than for a specific amount.



- Each fiscal year, departments and divisions require a quick and efficient method to procure goods needed to accomplish their mission. Blanket purchase orders are a tool the City of Oxnard utilizes, as do many other public agencies in order to satisfy this need.
- These blanket purchase orders have all been issued using cooperative agreements that have been bid and awarded in accordance with local, state and, in many instances, federal laws that govern public procurement, and other public agencies like the City are invited to utilize the terms and conditions of purchase.



Below is a list of recommended BPOs used citywide that have been awarded through a cooperative agreement, with an annual NTE amount greater than \$200,000 that requires the Mayor or most senior Council Member's approval and signature.

<u>Vendor Name</u>	<u>Cooperative Agreement</u>	<u>Cooperative Agreement Number</u>	<u>Cooperative Agreement initial Expiration Date</u>	<u>FY 2022-23 Recommended Not to Exceed Amount</u>
Amazon Business	OMNIA Partners	MA3457	5/5/2025	\$ 300,000
Grainger, Inc.	OMNIA Partners	2018-000207	6/30/2025	\$ 250,000
Office Depot	OMNIA Partners	R190303	6/30/2024	\$ 225,000
Tri-County Office Furniture	OMNIA Partners	2020000622	12/31/2024	\$ 250,000



The Purchasing Division of the Finance Department requests approval of the four blanket purchase orders for the NTE amounts in the table above. The amounts suggested are based on data collected from departments' FY 2022-23 forecasted spend with each vendor, as well as previous use history with each vendor.

<u>Vendor Name</u>	<u>FY 19-20</u>	<u>FY 20-21</u>	<u>FY 21-22 (thru mid-June)</u>	<u>3-Year Average</u>
Amazon Business	\$277,101	\$244,090	\$288,695	\$279,271
Grainger, Inc.	\$189,281	\$198,694	\$177,354	\$194,941
Office Depot	\$145,366	\$157,729	\$151,720	\$156,833
Tri-County Office Furniture	\$126,673	\$163,924	\$234,072	\$180,920



That the Finance and Governance Committee recommend that City Council authorize the Mayor to execute Blanket Purchase Orders with Amazon Business, Grainger, Office Depot, and TriCounty Office Furniture for not to exceed amount greater than \$200,000 each utilizing competitively bid and awarded cooperative agreements for daily operations for a period of July 1, 2022 to June 30, 2023.





Questions





FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: July 12, 2022

TO: Finance & Governance Committee

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

SUBJECT: Third Amendment with Kreative Core Technologies Corp (9431-21-FN) for ERP Project Management Services. (0/5/5)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$1,700,000 for a new not to exceed contract amount of \$2,600,000 and to extend the term to December 31, 2023, for Project Management Services related to the Enterprise Resource Planning (ERP) implementation.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/FHzz87NPk9Y>

BACKGROUND

The Tyler Munis enterprise resource planning (ERP) project was approved by Council on October 1, 2019, and represents a significant investment in new technology designed to enhance the way the City conducts its business and manages many financial and non-financial processes. The ERP project is comprised of five modules in the following chronological order: Core Financials, Human Capital Management (HCM), Energov, Enterprise Asset Management, and Utility Billing.

UPDATED LAUNCH DATES FOR CORE FINANCIALS AND HCM PHASES

In March of 2022, the Deputy City Manager determined that the first phase, Core Financials, be launched on October 1, 2022, instead of July 1, 2022, and HCM will be launched April 1, 2023, instead of January 1, 2023. Her decision was reached for the following reasons:

- Going Live with Core Financials at the start of a new fiscal year would increase the risk of critical errors having audit implications as the start of a new year requires significant reviews of all purchase orders, contracts, and encumbrances for the prior year, where recognizing a transaction as June 30 or July 1 means the difference of which year an expense or revenue is recorded. Transactions posted a day earlier or later in October will not yield a similar risk as they are all in the same fiscal year.
- The City does not have the IT staffing required to implement and concurrently maintain and support the ERP project and newly live ERP module. Staff has addressed this within the Fiscal Year 2022-23 proposed budget, adding requests for new positions and reclassifying others in order to position the City to maintain and leverage the investment in the new ERP.

- The Finance Department had a number of key vacancies during the early part of 2022, with recruitments in various stages. The vacancies included Financial Controller, Purchasing Manager and Budget Manager. Ensuring enough time for recruitment and onboarding is essential to the success of any financial system implementation. The City hired a Purchasing Manager and Financial Controller in the Spring of 2022, with the Budget Manager recruitment ongoing.
- In addition, moving Core Financials from July to October has and will enable more time for testing and training related to Core Financials, that will improve the success of the implementation in the long term.

Given a lot of the same resources are working on the Core Financials and HCM phases, and in consideration of the amount of change the organization can absorb at any one time, the Core Team determined that moving the Core Financials launch date means we must also move HCM's launch date. The City cannot launch Core Financials in the fall and then HCM three months later. Thus, HCM's new launch is April 1, 2023.

The impact of the new launch dates is to extend the project management services by three months at an anticipated project management cost of up to \$172,500, with recommended stabilization support post go-live for both Core Financials and HCM an additional \$100,000.

UPDATED PROJECT FOX TIMELINE

ERP Phase	Discovery	Implementation	Go Live
Core Financials	Complete	Ongoing	Oct 2022
HCM / Time & Attendance	Complete	Ongoing	Apr 2023
EnerGov	Jan 2023	May 2023	Jan 2024
Enterprise Asset Management	Jun 2023	Nov 2023	Jun 2024
Utility Billing	Jan 2024	Jun 2024	Apr 2025

During the project phases of Core Financials and HCM, staff has learned a great deal more about Tyler products and the City's resources needed to implement. While the need for these tools is pressing, it has become apparent that more time and resources are needed to ensure the City evaluates and implements each module appropriately.

A new timeline is presented that extends the whole project, and still represents a reasonably aggressive but achievable timeline. One critical change is to switch the Enterprise Asset Management and Utility Billing phases, with the goal of leveraging new features and functionality to help primarily Public Works better manage the wide range of machinery, equipment and infrastructure required to operate the City of Oxnard. Utility Billing is currently managed using the legacy HTE system and will continue to be functional during the project timeline.

IMMEDIATE NEED FOR ADDITIONAL IT RESOURCES

The City's new Tyler Munis ERP solution requires information technology staffing throughout each module's implementation and post-implementation, when a module transitions into ongoing service operations mode and is ingrained in conducting the City's day-to-day business. The FY 2022-23 ERP project budget includes the creation of an initial 5-person IT ERP team. Due to the highly competitive demand for technology talent in today's labor market, it is unknown how long it will take the City to recruit and onboard the team.

It is imperative that IT resources be added to the project team quickly to mitigate the risks of project delays, reduced quality, and/or diminished scope attributed to a lack of technology expertise and capacity. The resources identified as needed immediately are: a full-time reports developer, a half-time Finance business systems analyst, a full-time HR/Payroll business systems analyst, and a full-time Tyler Munis systems administrator. Therefore, staff recommends the City use temporary IT resources through Kreative Core, until permanent City staff can be recruited and on-boarded. The impact of using temporary IT resources from Kreative Core is \$734,700 for 5,076 hours of technical services provided from May 22, 2022, through January 31, 2023. Staff recommends adding a 25% contingency, \$183,675, in the event that the City is unable to fill all 5 IT ERP in-house positions on or before January 31, 2023.

ENERGOV: DISCOVERY AND IMPLEMENTATION TIMELINE

EnerGov is a Tyler software product purchased by the City as part of the original ERP contract. This tool has the ability to significantly enhance planning and permitting processes to the benefit of residents, developers, business owners and City staff. The City requires expert professional project management in order to analyze current business practices, configure and test EnerGov, and ensure that the final implementation best meets the needs of the City and its constituents.

Kreative Core has significant experience implementing EnerGov as part of the Tyler suite of products and is uniquely placed to support the City with this phase given the role it has played in the first two phases of the project, Core Financials and Human Capital Management.

Staff anticipates the discovery phase of the EnerGov implementation will take approximately three months, which will begin in January 2023. The third amendment includes an additional \$152,000 to provide the project management services necessary to deliver a successful implementation.

HUMAN CAPITAL MANAGEMENT: TIME AND ATTENDANCE

In police and fire departments, highly specialized software-based scheduling platforms have become commonplace. Staff has identified products tailored to manage police and fire operations: UKG Telestaff for Fire, and InTime for Police. Users of these platforms will be able to build operational schedules, and not only assign staff to shifts, but to accommodate shift trades, leave usage, and overtime, which is not available in standard timekeeping software. Additionally scheduling rules based on agreements with bargaining units can be built into these products. Both UKG Telestaff and InTime will interface directly with Tyler Munis payroll module with HCM, significantly improving efficiency. The non-public safety staff around the City will continue to do standard timekeeping through our current software, ExecuTime, which will also interface directly with Tyler Munis payroll module with HCM.

In order to implement these systems in a manner that works successfully with other facets of the City's ERP system, careful consideration needs to be given to interfaces, policies and processes. Staff recommends Kreative Core provide project management services to ensure compliance and continuity with the Tyler Core Financials and HCM modules. The anticipated contract amendment for these services is anticipated to be \$219,400.

ENTERPRISE ASSET MANAGEMENT

Staff recommend that Kreative Core provide project management services with the Enterprise Asset Management phase that is due to commence discovery in June 2023. This third amendment includes \$25,600 in funding for this up until June 30, 2023. Staff will return with any other amendments necessary to complete the Enterprise Asset Management and Utility Billing portions as earlier phases of the ERP project are completed.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Professional Service	Phase	Description	Amount
Project Management	Core Financials / HCM	Additional 3 Months	\$172,500
Project Management	Core Financials / HCM	Stabilization Support	\$100,000
Project Management	Time and Attendance	Discovery, Project Management and Stabilization	\$219,400
Project Management	EnerGov	Discovery, Project Management and Stabilization	\$153,600
Project Management	Enterprise Asset Management	Discovery, Project Management	\$25,600
Project Management	All Phases	Overall Project Coordination	\$26,875
IT Support Service	All Phases	Applications Support, Development, System Administration	\$734,700
Travel / Other Costs	All Phases		\$53,650
Contingency	All Phases	For IT support services pending any delays in recruitment	\$183,675
Total Not to Exceed			\$1,700,000

All charges for services are made on time and materials basis with time cards provided in support of invoices for services received. The City reimburses Kreative Core based on the negotiated rates per hour or part thereof.

The Fiscal Year 2023 Adopted Budget includes sufficient appropriations within Fund 316, as well as anticipated salary savings - due to a high vacancy rate - within the IT department to cover the anticipated costs in Fiscal Year 2023. Future budget requests will include the appropriation requests necessary to fund future costs.

Staff are currently negotiating with Tyler reductions in project management services and software fees under contract 8767-19-IT. Council previously delegated authority to staff to make reductive changes to the Tyler contract as necessary, which will help to offset some of the increases recommended as part of this third amendment to the Kreative Core Contract.

Prepared by: Mark Sewell, Assistant Chief Financial Officer

ATTACHMENTS

1. 07.12.22 Third Amendment - Kreative

Third Amendment to Professional Services Contract 9431-21-FN with Kreative Core Technologies Corp.

Finance and Governance Committee

July 12, 2022

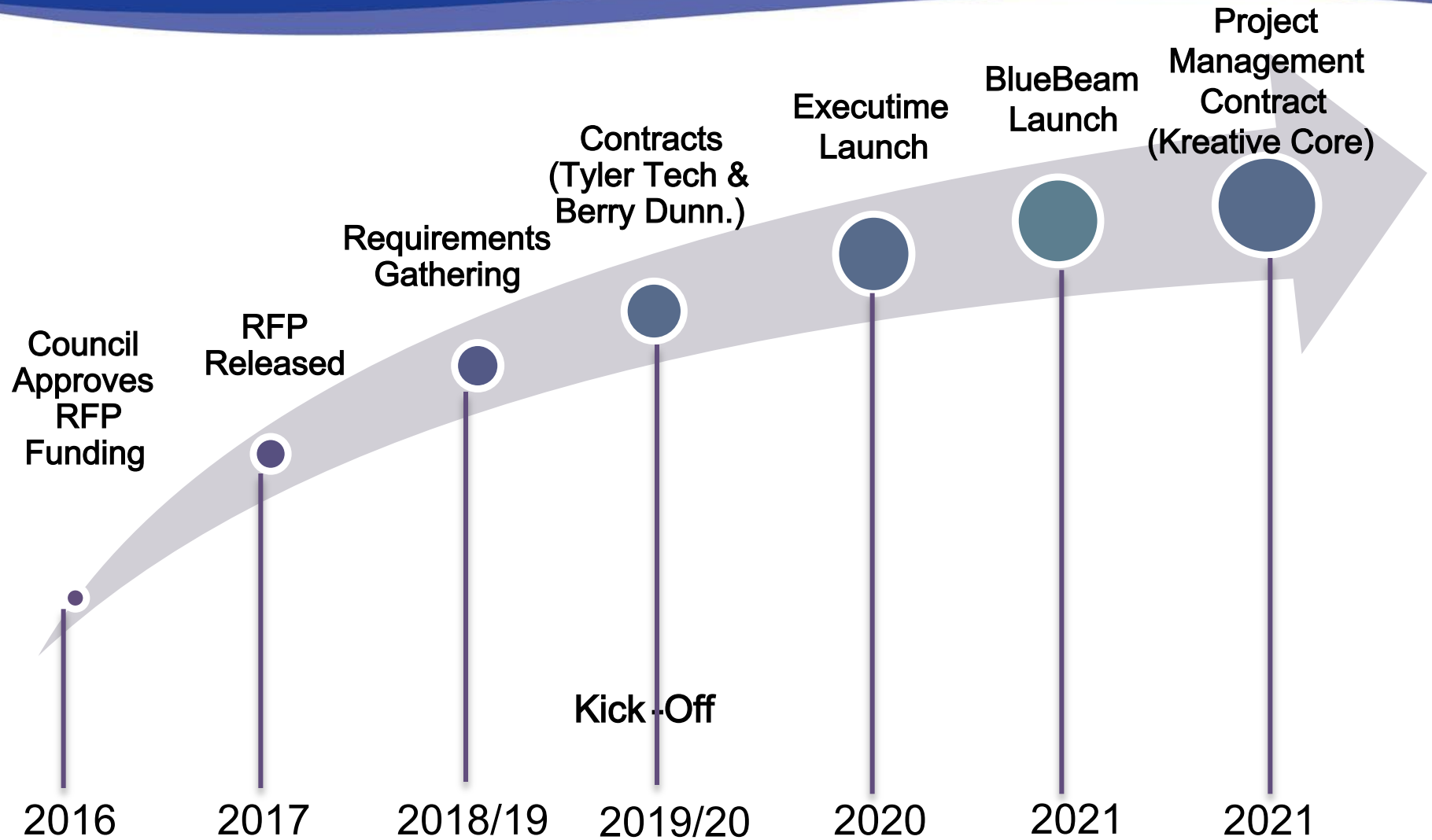
Shiri Klima, Deputy City Manager

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$1,700,000 for a new not to exceed contract amount of \$2,600,000 and to extend the term to December 31, 2023, for Project Management Services related to the Enterprise Resource Planning (ERP) implementation.

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

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

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



1. Improve customer service to internal and external customers
2. Make it easier for residents and businesses to conduct business with the City
3. Achieve enhanced coordination across departments
4. Improve process efficiencies and data accuracy
5. Provide greater capabilities for tracking project costs and viewing real-time project data
6. Reduce redundant “shadow systems”, data entry, storage and paper processes
7. Update business processes and policies to reflect the capabilities of modern technology (Best Practices)

- Streamlined processes and workflows

- Enable real-time information management and enhanced reporting tools & dashboards

- Provide integrated self-service for staff, residents, vendors & businesses

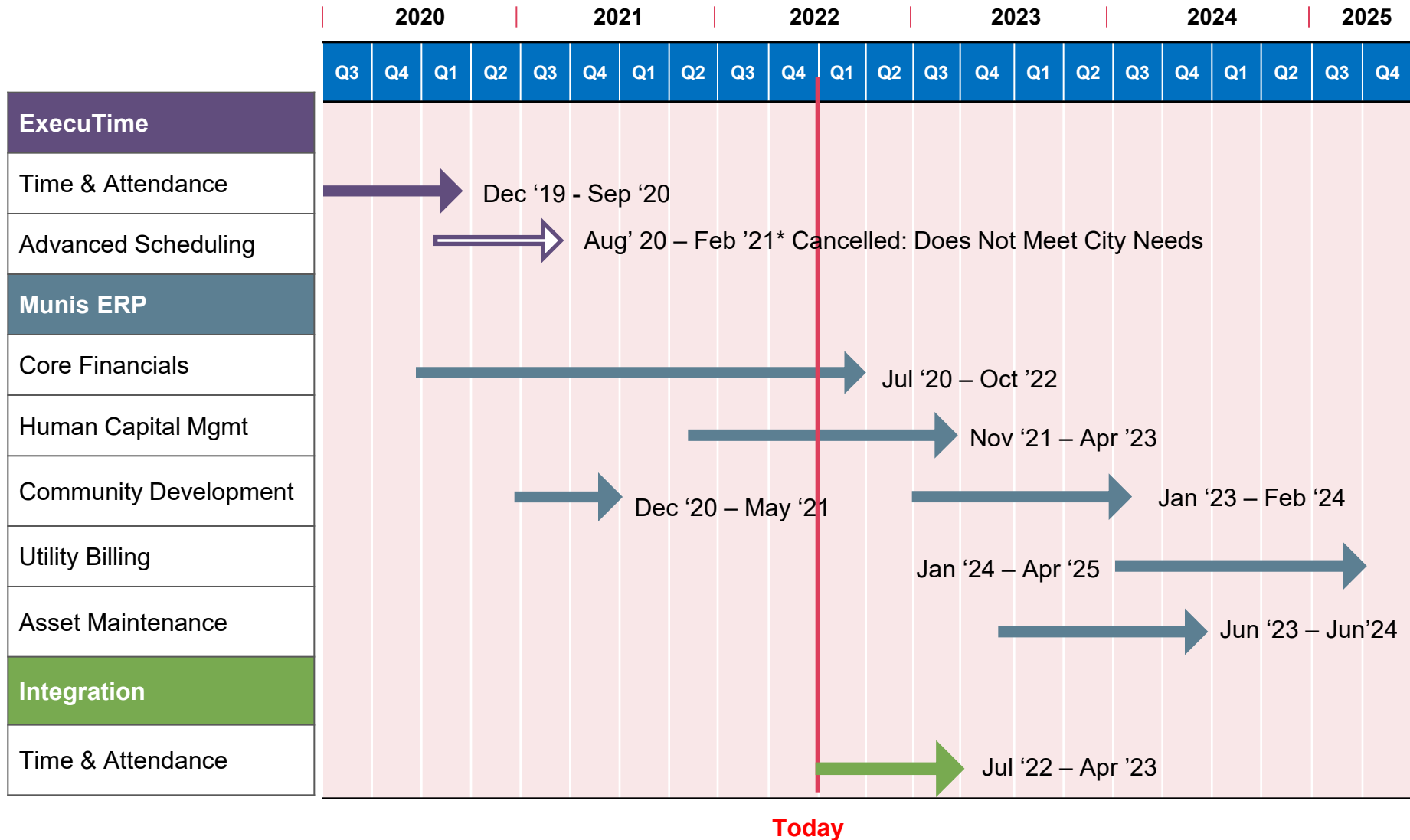
- Integrate databases that improve process efficiencies and data accuracy

- Centralize electronic document management

- Design an open system with access to other City applications

UPDATED PROJECT TIMELINE

7



- Rescheduled launch of Core Financials and HCM Phases
October 2022 and April 2023 respectively.
- Key Vacancies within the Finance and IT teams in Spring
and Summer of 2022.
- Provide time for new staff to get up to speed.
- Going Live at Start of Fiscal Year for Core Financials higher
risk of audit implications.
- Increase amount of time allocated to training staff.

To ensure City resources are able to appropriately manage multiple phases at any one time, future phases are rescheduled to ensure manageable amount of change

ERP Phase	Discovery	Implementation	Go Live
Core Financials	Complete	Ongoing	Oct 2022
HCM / Time & Att.	Complete	Ongoing	Apr 2023
EnerGov	Jan 2023	May 2023	Jan 2024
Enterprise Asset Mgt	Jun 2023	Nov 2023	Jun 2024
Utility Billing	Jan 2024	Jun 2024	Apr 2025

Staff recognizes the impact on an organization the size and complexity of the City of Oxnard that continual change can have, and seeks the right pace to deliver a quality implementation while continuing to provide core services.

City Council approved professional services contract for with BerryDunn in June 2020.

BerryDunn supported the City implementation of ExecuTime, analysis of current and future process analysis for Core Financials and Organizational Change Management.

Progress on largest, most complex phase - Core Financials - slowed by summer of 2021.

Kreative Core Technologies contracted to perform a project assessment in September 2021.

Original Contract: Not to Exceed \$25,000

City Core Team unanimously agreed with all recommendations to bring Core Financials back on track for launch.

Successful recent Tyler implementations at cities similar to Oxnard.

Certified Project Managers dedicated 100% to all ERP phases.

Good progress made on Core Financial and HCM Phases.

City administratively entered into a contract to provide Project Management Services for Core Financial and HCM phases.

Oct 2021: First Amendment: Not to Exceed \$200,000.

Feb 2022: Second Amendment: Not to Exceed \$900,000.

July 2022: Third Amendment: Not to Exceed \$2,600,000.

Additional \$1,700,000 services anticipated until 6/30/23:

Impact of rescheduling Core Financials and HCM:	\$173k
Providing Support immediately following launch:	\$100k
Project Managing Time and Attendance:	\$220k
Project Managing EnerGov*:	\$154k
Project Managing EAM*:	\$26k
IT Support Services:	\$735k
Snr Project Management / Travel:	\$111k
Sub Total:	\$1.52m

IT Support Services contingency:	\$184k
Not to Exceed:	\$1.70m

*Staff anticipates returning to Council with a Fourth Amendment prior to June 30, 2023 future needs.

IT Support Services:

- Resources Required quickly to mitigate risk of project delays
- Recommend Temporary resources during period of recruitment and induction.
- Contingency to be used only in the event of delays to recruitment.

EnerGov:

- External Project Management needed to ensure City implements optimally.
- Senior Level internal staff person may be required to ensure internal continuity and provide some form of internal project coordination. Community Development Staff may return to Council in the coming months should this be required.

Enterprise Asset Management:

- External Project Management needed to ensure City implements optimally.
- Continuity with other phases implemented or under way.
- Amendment provides only a portion of the anticipated costs for this phase
- Staff will return with a fourth amendment pending successful delivery against third amendment.

Time and Attendance:

- External Project Management needed to ensure City implements optimally.
- Uniquely placed to understand the implementations of other Tyler modules.
- Continuity and familiarity of resources

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$1,700,000 for a new not to exceed contract amount of \$2,600,000 and to extend the term to December 31, 2023, for Project Management Services related to the Enterprise Resource Planning (ERP) implementation.





FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: July 12, 2022

TO: Finance & Governance Committee

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

SUBJECT: Obtaining Councilmember Volunteer to Serve on Whistleblower Hotline Vetting Committee.
(0/5/5)

RECOMMENDATION

That the Finance and Governance Committee appoint one Councilmember to serve on the Whistleblower Hotline Vetting Committee.

BACKGROUND

On June 27, 2017, the City entered into a contract with Price Paige and Company for internal auditing and whistleblower hotline services. On June 30, 2020, Price Paige and the City amended that contract to only the whistleblower hotline services.

DISCUSSION

On June 6, 2022, Henry Oum of Price Paige informed staff that due to capacity constraints, Price Paige will not be able to continue providing whistleblower services. In order to provide continuity in these services, staff is preparing a request for proposals (RFP). When the proposals arrive at the City, we will need a committee to review and rank the proposals and possibly interview the finalists. Although it is not customary for Council to participate in procurement committees, since whistleblower hotline services are directly overseen by the Council, not staff, staff requests one Councilmember participate in the procurement committee.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact at this time in engaging in the procurement process. When the final vendor is selected, the contract will return to Committee and Council and at that time will have a financial impact.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

None



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.5

DATE: July 12, 2022

TO: Finance & Governance Committee

FROM: Helen Miller, Chief Information Officer, (805)385-7446, helen.miller@oxnard.org

SUBJECT: Infrastructure Investment and Jobs Act (IIJA) Grant Application. (0/5/5)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council adopt a resolution authorizing:

1. The submittal of a grant application to the Federal Emergency Management Agency (FEMA) for a \$500,000 grant funding, subject to use of City matching funds, through the Infrastructure Investment and Jobs Act (IIJA) for the purpose of investing in cybersecurity technology for systems used throughout the City;
2. The City Manager or Chief Information Officer, to execute all grant documents, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for an amount not to exceed \$500,000 in State of California IIJA cybersecurity grant funds;
3. The Chief Financial Officer to submit financial reports and grant claims and approve special budget appropriations for use of grant funds; and
4. The Chief Information Officer to submit non-financial reports.

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

<https://youtu.be/qlhNexZqBD4>

BACKGROUND

The Infrastructure Investment and Jobs Act (IIJA) is federal legislation that provides close to \$550 billion in new spending for state and local governments. This includes \$1 billion of dedicated funding for cybersecurity programs. The State of California's appropriation is expected to receive \$40 million in cybersecurity appropriations. These funds are available for a period of 4 years and come with a cost-sharing provision.

The funds may be used to implement, develop or revise cybersecurity plans. For funds that are received in Year 1 of the program, there will be a 10% funding match requirement that the City must share. For each year thereafter, there will be an increase of the match requirement by 10%. Thus year 2 will require a 20% share, 30% for year 3 and finally 40% for year 4.

Timing for the availability of these funds has yet to be determined. However, it is anticipated that sometime in September 2022 the State will submit its required application to the federal government. Each state must provide its application containing a comprehensive cybersecurity plan to the federal government via the State

and Local Cybersecurity Improvement Act. Each state's application will focus on addressing the following four measures:

1. Tactics to protect against cybersecurity threats to information systems
2. Framework to manage, monitor and track information systems, applications and user accounts
3. Conforming to continuous vulnerability assessments
4. Enhancing recruitment and workforce skills

Once the federal government approves the State's plan submission, California will receive its allocated IJA cybersecurity grant funds. Then the State will have 45 days to make those funds available to local governments. The City anticipates submitting its application to the State of California somewhere in the window of September/October 2022. There is still a lot of ambiguity with the application process and, therefore, the City must be agile and ready to submit its application as soon as the State opens up the program. Staff wishes to prepare the City's application and present it to the State for submission to the federal government just as soon as the grant details are released.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The Information Technology department is planning on requesting the grant funds to be used in the first year of disbursement. Based on a grant amount not to exceed \$500,000, a 10% match in year 1 will be \$50,000, which is available in the department's operating budget for FY22-23 and will not require any further appropriation. Since future years' funding require a higher match amount, it is possible that the match amount will increase depending on the disbursement schedule. The future year match amounts will be requested in the IT annual operating budget in the corresponding out years.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Resolution authorizing approval to submit grant for cybersecurity technology
2. IJA Presentation to Finance and Governance 7_12_22

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF A GRANT APPLICATION FOR
CYBERSECURITY TECHNOLOGY

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

WHEREAS, the Information Technology Department has requested that City Council approve the submittal of an application to the Federal Emergency Management Agency (FEMA) for a \$500,000 grant funding through the Infrastructure and Jobs Act (IIJA) for the purpose of investing in cybersecurity technology for systems used throughout the City.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to approve the submittal of a grant application by the City Manager or designee for the purpose of investing in cybersecurity technology for systems used throughout the City. The City Council further resolves that the Chief Information Officer or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Chief Information Officer or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 28th day of July, 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

Infrastructure Investment and Jobs Act (IIJA) Grant Application

Finance & Governance Committee

July 12, 2022

Gary Krumian, IT Business Analyst

That the Finance and Governance Committee recommend that the City Council adopt a resolution authorizing:

1. The submittal of a grant application to the Federal Emergency Management Agency (FEMA) for a \$500,000 grant funding, subject to use of City matching funds, through the Infrastructure Investment and Jobs Act (IIJA) for the purpose of investing in cybersecurity technology for systems used throughout the City;
2. The City Manager or Chief Information Officer, to execute all grant documents, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for an amount not to exceed \$500,000 in State of California IIJA cybersecurity grant funds;
3. The Chief Financial Officer to submit financial reports and grant claims and approve special budget appropriations for use of grant funds; and
4. The Chief Information Officer to submit non-financial reports.

- The IIJA is federal legislation that provides close to \$550 billion in net new spending for state and local governments including \$1 billion for cybersecurity programs
- The State of California is expected to receive \$40 million in cybersecurity appropriations
- The funds are to be used for implementing cybersecurity plans
- Funds are available for a period of four years and come with a cost-sharing provision
 - 10% in Year 1
 - 20% in Year 2
 - 30% in Year 3
 - 40% in Year 4

- Timing of application period is expected during September/October 2022
- State of California will submit a comprehensive plan to FEMA
- Once state receives the funds, it must disburse them within 45 days
- City must be agile in preparing and submit its application once the state begins its process

- Based on the \$500,000 grant amount and 10% match requirement in Year 1, up to \$50,000 will be required from the IT department's FY 22-23 operating budget
- This match amount is sufficiently available in the department's budget and will not require any further appropriation
- If needed, use of the grant funds in future years will require higher match amounts that will be requested to be included in the department's future operating budget
- No other appropriations will be required at this time

That the Finance and Governance Committee recommend that the City Council adopt a resolution authorizing:

1. The submittal of a grant application to the Federal Emergency Management Agency (FEMA) for a \$500,000 grant funding, subject to use of City matching funds, through the Infrastructure Investment and Jobs Act (IIJA) for the purpose of investing in cybersecurity technology for systems used throughout the City;
2. The City Manager or Chief Information Officer, to execute all grant documents, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for an amount not to exceed \$500,000 in State of California IIJA cybersecurity grant funds;
3. The Chief Financial Officer to submit financial reports and grant claims and approve special budget appropriations for use of grant funds; and
4. The Chief Information Officer to submit non-financial reports.



QUESTIONS