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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE

Council Chambers, 305 West Third Street
June 13, 2023
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: 863 6905 8558
3. Passcode: 840339

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer 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. **Press *6 when asked to unmute**. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

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 remotely by 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** by 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 legislative body 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

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

a. Follow Zoom details listed above.
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.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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 May 23, 2023 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Human Resources Department
SUBJECT: Third Amendment to Agreement for Recruitment Services with Gallagher Benefit Services, Inc. (10 minutes)
RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. 9338-21-HR with Gallagher Benefit Services, Inc. for recruitment services to extend the term to September 30, 2025, and increase the total amount by $155,000 to $355,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ooTmplzm-vQ
Contact: Steve Naveau, (805) 385-7947

2. Information Technology Department
SUBJECT: Third Amendment to Agreement A-8011 with Superion LLC, a CentralSquare Company, for Information Technology Software and Services. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Third Amendment to Software License Agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of $612,476 for FY23-24 with a new not-to-exceed total agreement amount of $2,070,981 for information technology software and services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/BlaBdiL5UZQ
Contact: Robert Ruben, (805)385-7554

3. Public Works Department
SUBJECT: Fiscal Year 2023-24 Utility Ratepayers Assistance Program (Project Assist) Update. (15 minutes)
RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2023-24 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2023-24; and

2. Authorize staff to fund Project Assist in Fiscal Year 2023-24 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/z8ZLTrGGF_A
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Audit Services with Eadie & Payne, LLP for the City's Golf Operations Audit. (10 minutes)
RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve an amount not to exceed $20,000 for Eadie & Payne, LLP to perform an audit of the City's golf operations.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/eVY0YWUzII0
Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

CITY OF OXNARD CALIFORNIA

DATE: June 13, 2023

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 May 23, 2023 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 05 23 2023 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
May 23, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:02 p.m., Chair John C. Zaragoza called to order the regular meeting of the Oxnard City Council Finance and Governance Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Zaragoza, Member Gabriela Basua; and Member Gabriel (Gabe) Teran were present in person.

Member Basua joined the meeting at 5:05 p.m.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Michelle (Elle) McCarron, Assistant City Attorney; Denise Morehouse, Assistant Chief of Police; Luis McArthur, Police Commander; Alexander Hamilton, Fire Chief; Mark Sewell, Assistant Chief Financial Officer; Beth Vo, Assistant Chief Financial Officer; Victor Zambrano, Budget Manager; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Joseph Marcinko, Assistant Public Works Director; Omar Castro, Water Division Manager; Eric L. Storrie, CPRP, Special Districts Manager; Anthony Miller, Special Districts Project Manager; Juanita Guzman, Administrative Services Manager; Emilio Ramirez, Housing Director; Albert Ramirez, Assistant Housing Director; Maureen Tamuri, Interim Community Development Director; Helen Miller, Chief Information Officer; Gary Krumian, IT Programmer Analyst; Steve Naveau, Human Resources Director; Terrel Harrison, Cultural & Community Services Director; Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Denise Olson, Interim Chief Financial Officer participated via videoconference.

Consultants Christian Sprunger, Assistant Vice President, NHA Advisors and Amanda Welker, Financial Analyst, NBS Local Government Consultants also participated via videoconference.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Douglas Partello (water rates).

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the May 9, 2023 regular meeting as presented.

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

D. REPORTS

1. Public Works Department
SUBJECT: Fiscal Year 2023-24 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report and Declaration of Intention to Levy Assessments.
RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt "A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for fiscal year 2023-24 in connection with the city's landscape maintenance districts"; and

2. Adopt "A Resolution of the City Council of the City of Oxnard, California, approving a consolidated engineer's report regarding assessments against real property for fiscal year 2023-24 in connection with the city's landscape maintenance districts"; and

3. Adopt "A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for fiscal year 2023-24 in connection with the city's landscape maintenance districts."

Michael Wolfe, Public Works Director introduced Eric L. Storrie, CPRP, Special Districts Manager who presented and answered the Committee's questions. Public comments were received from Douglas Partello. 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.

2. Public Works Department
SUBJECT: Fiscal Year 2023-24 Special Tax Levy for Community Facility Districts Numbers 1, 2, 3, 4, 5 and 2000-3.

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 1, 2, 3, 4, 5 and 2000-3:

1. Adopt a resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for Fiscal Year 2023-24; and
2. Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for Fiscal Year 2023-24; and
3. Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24; and
4. Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24; and
5. Adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for Fiscal Year 2023-24; and
6. Adopt a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2023-24; and
7. Authorize the Public Works Director, or designee, to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

Eric L. Storrie, CPRP, Special Districts Manager; Anthony Miller, Special Districts Project Manager; Terrel Harrison, Cultural & Community Services Director; Denise Morehouse, Assistant Chief of Police; and Luis McArthur, Police Commander presented and answered the Committee's questions. Public comments were received from Henry (city public parks restroom maintenance). 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. Public Works Department

SUBJECT: Fiscal Year 2022-23 Budget Appropriation for Community Facilities District Number 7, Wagon Wheel.

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve a Fiscal Year 2022-23 budget appropriation from the available fund balance in the amount of $100,399 to the Special Districts Fund (120) for reimbursement of Fiscal Year 2022-23 authorized Developer reimbursements from the Wagon Wheel Community Facilities District.

Anthony Miller, Special Districts Project Manager presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

4. Information Technology Department
SUBJECT: Renewal of Purchase Order 8022 with CompuWave, Inc. for the Purchase of Information Technology Goods and Services.
RECOMMENDATION:
That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to renew Purchase Order 8022 for information technology goods and services with CompuWave, Inc., pursuant to a piggyback agreement from the County of Ventura Contract No. 8926, for an additional two-year term expiring June 30, 2025, and increasing the not to exceed amount from $1,600,000 to $2,600,000.

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

5. Finance Department
SUBJECT: Public Safety Property Tax Assessment FY 2023-24.
RECOMMENDATION: That the Finance and Governance Committee review and recommend to City Council the adoption of a resolution establishing the FY 2023-24 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel.

Shiri Klima, Deputy City Manager 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.

6. Finance Department
SUBJECT: Annual Delegation of Investment Authority.
RECOMMENDATION: That the Finance and Governance Committee recommend the City Council adopt a resolution delegating investment authority to the City Treasurer for FY 2023-24.

Shiri Klima, Deputy City Manager presented and was available to answer the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

7. Finance Department
   SUBJECT: Recommend City Council authorize a Resolution Declaring the Intent of the City to be Reimbursed from Potential Bond Proceeds for Expenditures Made Towards Street and Alleyway Improvements.
   RECOMMENDATION: That the Finance and Governance Committee recommend the City Council approve and authorize a resolution declaring the intent of the City to be reimbursed for certain capital expenditures from the proceeds of indebtedness.

Shiri Klima, Deputy City Manager introduced Christian Sprunger, Assistant Vice President, NHA Advisors who presented and answered the Committee's questions. Public comments were received from Brian Rodriguez. Discussion ensued among the Committee and staff.

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

8. Finance Department
   SUBJECT: Proposed Fiscal Year 2023-24 Budget.
   RECOMMENDATION: That the Finance and Governance Committee recommend that City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2023-24 proposed budget on June 6, 2023, for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 20, 2023.

Ashley Golden, Assistant City Manager introduced Victor Zambrano, Budget Manager who presented and answered the Committee's questions. City Manager Nguyen provided comments. Public comments were received from Douglas Partello and Brian Rodriguez. 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.

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 7:00 p.m.

ROSE CHAPARRO	JOHN C. ZARAGOZA
City Clerk	Chair

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: June 13, 2023

TO: Finance & Governance Committee

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

SUBJECT: Third Amendment to Agreement for Recruitment Services with Gallagher Benefit Services, Inc. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. 9338-21-HR with Gallagher Benefit Services, Inc. for recruitment services to extend the term to September 30, 2025, and increase the total amount by $155,000 to $355,000.

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

BACKGROUND

In July 2021, the City entered into Agreement No. 9338-21-HR with Gallagher Benefit Services, Inc. for $70,000 for recruitment services for executive searches and hard-to-fill positions. A first amendment was approved in April 2022 to extend the term to December 31, 2022, and add an additional $30,000 for a total agreement of $100,000. On July 28, 2022, City Council approved a second amendment, which extended the agreement to June 30, 2023, and added an additional $100,000 to increase the total agreement to $200,000.

This Third Amendment is being sought to increase the contract by $155,000 and extend the term to September 30, 2025. This is being requested in order to complete two existing recruitments for approximately $55,000 and to allow staff to continue to engage Gallagher for executive searches and hard-to-fill positions' recruitments.

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

Funds from the FY 2022-23 operating budget are available from various departments to cover the cost of this amendment. No additional appropriation is necessary.

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

1. Attachment 1- Third Amendment to Agreement 9338-21HR
2. Attachment 2 -Agreement 9338-21-HR and Prior Amendments
3. Attachment 3 - FGC Presentation Gallagher Benefits (1)

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment ("Third 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 April, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Gallagher Benefits Services, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on July 20, 2021, by City and Consultant. The Agreement was previously amended on April 7, 2022 by a First Amendment and on June 20, 2022 by a Second Amendment.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to September 30, 2025.

2. The amount $200,000 in Section 6 of the Cover Page of the Agreement is hereby amended to "$355,000."

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

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

ATTEST:

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

APPROVED AS TO FORM:

5/1/2023
Stephen M. Fischer, City Attorney (always required) Date

GALLAGHER BENEFIT SERVICES, INC.

April 24, 2023
Georg S. Krammer Date
Managing Director

April 24, 2023
Catherine B. Kaneko Date
Managing Director

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]

COUNCIL APPROVED
7/28/22
DATE

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 7-28-22	
☑ John C. Zaragoza, Mayor[1] Date	Georg S. Krammer, Managing Director Date
☐Alexander Nguyen, City Manager	
☐Jennifer Yates, Purchasing Manager	
☐__________, Buyer	
	Catherine B. Kaneko, Treasurer Date

ATTEST:

R. Chaparro 7/28/22
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

7/27/2022
Stephen M. Fischer, City Date
Attorney (always required)

1

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

Jennifer Yates 5/3/2022

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
X Jennifer Yates, Purchasing Manager
☐ __________, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

GALLAGHER BENEFITS SERVICES, INC.

______________ ______________
Georg S. Krammer, Managing Director Date

______________ ______________
Catherine B. Kaneko, Treasurer Date

1

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

GALLAGHER BENEFIT SERVICES, INC.

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

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

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, BERKELY CA 94710
Contact Name: FRANK ROJAS Email: FROJAS@KOFFASSOCIATES.COM Phone: 510-495-0148 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)

Step	Initials	Date
1. Project Manager	LMB	9/9/21
2. Division Manager		
3. Assistant Department Director		9/9/21
4. Department Director		9/10/21
5. General Accounting (for Leases only)	N/A	—
6. Budget Management (Funding via RTE-TBD)	N/A	—
7. Risk Management[3]		9/23/21
8. City Attorney	TZ	9/9/21
9. Contractor/Vendor/Consultant (signs contract; no need to initial this form)		
10. Buyer[5]		
11. Purchasing Manager[6]		9/28/21
12. City Manager/ACM[7]	N/A	
13. Mayor[8]	N/A	—
14. City Clerk[9]	N/A	—

v2 Rev. 04/26/21

Agreement No. 9338-21-HR

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:

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

9/28/21

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
X Daniel Willhite, Purchasing Agent
☐ Buyer

GALLAGHER BENEFITS SERVICES, INC.

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, Mayor[1] Date	Georg S. Krammer, Managing Director 9-10-2021 Date
☐ Alexander Nguyen, City Manager	
X Daniel Willhite, Purchasing Agent	Catherine B. Kaneko, Managing Director 9/10/2021 Date
☐ Buyer	

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 rectuitment 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]

THIRD AMENDMENT TO AGREEMENT FOR RECRUITMENT SERVICES WITH GALLAGHER BENEFIT SERVICES, INC.

Presented to the Finance and Governance Committee

Lisa Baker, Assistant Director of Human Resources

June 13, 2023

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. 9338-21-HR with Gallagher Benefit Services, Inc. for recruitment services to extend the term to September 30, 2025 and increase the total amount by $155,000 to $355,000.

BACKGROUND

- In July 2021, the City entered into Agreement No. 9338-21-HR with Gallagher Benefit Services, Inc. for $70,000 for recruitment services for executive searches and hard-to-fill positions.
- A first amendment was approved in April 2022 to extend the term to December 31, 2022, and add an additional $30,000 for a total agreement of $100,000.
- City Council approved a second amendment on July 28, 2022, which extended the agreement to June 30, 2023, and added an additional $100,000 to increase the total agreement to $200,000.
- This Third Amendment is being sought to increase the contract by $155,000 and extend the term to September 30, 2025 in order to complete two recruitments and ensure our ability to do any additional executive searches and “hard-to-fill” recruitments that may arise.

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. 9338-21-HR with Gallagher Benefit Services, Inc. for recruitment services to extend the term to September 30, 2025 and increase the total amount by $155,000 to $355,000.

<u>Financial Impact</u>

- None in the current fiscal year.
- Funds from the FY 2022-23 operating budget are available from various departments to cover the cost of this amendment. No additional appropriation is necessary.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: June 13, 2023

TO: Finance & Governance Committee

FROM: Robert Ruben, Interim Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org

SUBJECT: Third Amendment to Agreement A-8011 with Superion LLC, a CentralSquare Company, for Information Technology Software and Services. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Third Amendment to Software License Agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of $612,476 for FY23-24 with a new not-to-exceed total agreement amount of $2,070,981 for information technology software and services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/BlaBdiL5UZQ

BACKGROUND

For the past three decades, the City of Oxnard has been using the SunGard HTE Enterprise Resource Planning (ERP) system as its main core operational business system to handle functions such as accounts payable, purchasing, financial reporting, utility billing, and licensing. Over the years, the HTE system was acquired by companies such as Superion and, most recently, CentralSquare. Despite the City's transitioning of the financial portion of its ERP to Tyler Munis starting in October 2022, the HTE/Naviline system is still in use for certain functions such as payroll, utility billing and business licensing. As the implementation of the Tyler Munis system moves into new phases, use of the HTE system will continually go down. However, during this transitional period, HTE needs to be maintained and licensed while its functions get integrated into the Tyler Munis system.

CentralSquare also provides additional systems and services to the City. For example, the Click2Gov module is used to modernize the functionality of business licensing and permits to provide better service to residents and businesses. Systems such as Cognos and Analytics NOW are used by the Finance Department to aid in financial report creation and management. The Police Department uses the CryWolf system to track burglar alarms throughout the City. Furthermore, as the functionality of the Tyler Munis system is expanded, new technology solutions and programming services are needed throughout the multi-year phased transition to the Tyler ERP. In a departure from past agreements and despite attempts by staff to have this vendor provide City with a multi-year agreement, the third amendment is for a one-year term, which is CentralSquare's standard agreement term.

With the second amendment to this agreement of June 21, 2022, Council approved an amount of $80,000 for professional services related to the Tyler Munis ERP upgrade and change costs. In FY 22-23, City staff negotiated a separate professional services contract with CentralSquare setting a limit on the annual increase that the vendor can charge for its rendered services to 3% or less. Approximately $25,000 of this amount has been committed so far to projects related to water meter upgrade project data sharing and integration for Public Works. Such projects will continue to be required, and thus, it is necessary to have the authorization for such expenditures. With each year of Tyler Munis implementation, the type of software and services from CentralSquare related to the HTE system is expected to change according to business needs. Thus, as these changes occur, staff will bring future renewals to Council for approval. This will also allow staff to update Council on major milestones and achievements and retirement of the HTE system.

For FY23-24, the following outlines expected costs for the City from CentralSquare:

TABLE - CentralSquare Estimated Costs, FY 23-24

Description	FY 23-24 Estimated Cost
HTE/Naviline ERP license and support	$213,255
Click2Gov for licensing, permitting, employee self service	$24,333
Various third party systems including CryWolf (Police), Public Administrator (Utilities), Cognos (Finance)	$40,000
Programming and consulting services	$255,000
Contingency (15%)	$79,888
Total	$612,476

A 15% contingency is included for unforeseen remediation or emergency needs, anticipated annual increases for third party software renewals, and flexible capacity to support City departments and CentralSquare's business requirements through June 30, 2024.

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

Appropriations are included in the proposed FY2023-24 Information Technology Operating Fund budget to cover all but $24,000 of this contract, which is included in the proposed FY2023-24 General Fund Police Department budget.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. A-8011 - Superion CentralSquare Agreement
2. A-8011 - Superion CentralSquare First Amendment
3. A-8011 - Superion CentralSquare Second Amendment
4. A-8011 - Superion CentralSquare Third Amendment

5. Presentation - F&GC CentralSquare June 13, 2023

Agreement No. A-8011

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

Superion, LLC
a Florida Limited Liability Corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("Superion")

AND

City of Oxnard
300 West Third Street
Oxnard, CA 93030

(for purposes of this Agreement, "Customer")

THIS AGREEMENT is entered into between Superion and Customer on the Execution Date, and Superion's obligations hereunder will commence on Execution Date.

Superion and Customer have entered into a Software License and Services Agreement dated December 26, 2006 (the "License Agreement") for the Software. Customer desires that Superion provide Maintenance and Enhancements for and new releases of the Baseline Software identified in the attached exhibits on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Customer further desires that Superion provide Disaster Recovery Services as specified and identified in Exhibit 3 of this Agreement. In addition, Customer desires the use of the Superion Transaction Manager as specified within Exhibit 4. Accordingly, the parties agree as follows:

1. **Definitions.**

"Exhibit" means, collectively: (i) The schedules attached to this Agreement including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Superion's warranty services and Superion's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in the exhibits as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means trade secret information of the disclosing party which is designated as trade secret prior to or at the

COUNCIL APPROVED
10/03/2017 K4
DATE

time of disclosure to the Recipient. Confidential Information of Superion includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is required to be disclosed pursuant to law.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that Superion provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in the exhibits.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in the exhibits.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of the exhibits that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in the exhibits.

"Custom Modification" means a change that Superion has made at Customer's request to any Component System in accordance with a Superion-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which Superion will provide Customer with Improvements is identified in the exhibits.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given Superion enough information to enable Superion to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superion's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the Superion-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superion enough information to enable Superion to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superion's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to Superion's help desk by means of: (i) Superion's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superion's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, Superion will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in the exhibits.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay Superion the amounts provided for in the exhibits as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, Superion reserves the right to increase the Improvements fees. An increase in annual fees shall require written agreement of Superion and Customer. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse Superion for actual travel and living expenses that Superion incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Superion's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on Superion's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superion will invoice Customer for and Customer will pay to Superion all such tax amounts.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least three (3) months prior to the expiration of the initial Contract Year, Customer notifies Superion in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least three (3) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES**

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item and provided the public records exception continues to be met.- However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

9. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Superion's assignment of this Agreement or of any Superion rights under this Agreement to Superion's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Superion's assignment of this Agreement to any person or entity to which Superion transfers any of its rights in the Software.

11. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of California, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

13. **LIMITATIONS OF LIABILITY.**

(a) LIMITED LIABILITY OF SUPERION. SUPERION'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUPERION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

By the signatures of their duly authorized representatives below, Superion and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

CUSTOMER

Tim Flynn 10/3/17

Tim Flynn, Mayor Date

ATTEST:

Michelle Ascencion 10/4/17

Michelle Ascencion, City Clerk Date
(if agreement is $250,000.01 or more)

APPROVED AS TO FORM:

for 9/11/17

Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

9/7/17

Raja Bamrungpong, Project Manager (required for any agreement amount) Date

9/11/17

Keith Brooks, Department Head Date

APPROVED AS TO AMOUNT:

for 4 Oct 2017

Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

9/26/17

Mike More, Risk Manager (required for any agreement amount) Date

SUPERION

DocuSigned by:
6F096AD3B12F426...

9/7/2017

Tom Amburgey, VP & General Manager Date

Lisa Neumann 9/7/17

Lisa Neumann Controller Date

The City requires the following for any contract:

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

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

PLEASE DO NOT REMOVE THIS BOX

EXHIBIT 1

CONTRACT YEAR: July 1, 2017 through June 30, 2018 and each annual term thereafter.

Qty	Licensed Applications	Annual Support Term 7/01/2017-6/30/2018
1	NaviLine Click2Gov3 BP Wireless	$ 2,056.94
1	NaviLine Click2Gov3-Core Module	1351.00
1	NaviLine Click2Gov3-Occupational Licenses	3176.69
1	NaviLine Click2Gov3 - Customer Information System Module	5160.59
1	Cognos BI: Base Bundle Multi Data Source - NaviLine	1600.00
1	Procurement Card	2519.45
1	OnePoint Point of Sale	2050.85
1	Cash Receipts Credit Card Processing - AS400	742.46
1	BP Voice Response Selectron	2257.75
1	NAVI - Work Orders/Fac Mgmt.	8738.94
1	NAVI - Building Permits	6079.53
1	NAVI - Code Enforcement	3712.22
1	NAVI - Cash Receipts	3700.05
1	NAVI - Customer Information Systems	16419.00
1	NAVI - GMBA	14562.87
1	NAVI - Asset Management II - LF	0.00
1	NaviLine-Land/Parcel Management	5483.14
1	NAVI - Accounts Receivable	5148.42
1	NAVI - Occupational Licenses	5367.51
1	NAVI - PURCHASING INVENTORY	8002.59
1	NAVI - Payroll/Personnel	12031.27
1	NAVI - Planning/Engineering	8544.21
1	NAVI-DMS-Document Management Services	1235.38
1	CIS Voice Response Selectron	1947.40
1	CIX IVR Credit Card Interface	730.28
1	Cash Receipts Lock Box Interface	742.46
1	NAVI - Asset Management II	3523.57
36	Retrofit Modification Option	3600.00
1	Tax (Type - MA)	5056.33
		$ 135,540.90

***Improvements fees for current Contract Year are subject to change and will be specified by Superion in an annual invoice.**

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvements fees for any subsequent Contract Year are subject to change and will be specified by Superion in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

<u>Improvements Surcharge Imposed In Certain Instances</u>: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, Superion will

assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

EXHIBIT 2
Maintenance Standards

I. **Hours During Which Superion's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").

II. **Targeted Response Times.** With respect to Superion's Maintenance obligations, Superion will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superion "Telephone Support" hour occurring after Superion's receipt of the Notification:

<table>
<tr><th>Priority</th><th>Description</th><th>Response Goal*</th><th>Resolution Goal*</th></tr>
<tr><td>Urgent
1</td><td>A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superion's Component Systems are not performing a process that has caused a complete work stoppage.</td><td>Superion has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.</td><td rowspan="4">Although resolution times vary depending on the exact issue and customer environment, Superion has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.

A resolution plan details the steps necessary to understand and possibly resolve the issue.</td></tr>
<tr><td>Critical
2</td><td>A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superion's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.</td><td>Superion has a stated goal to respond within two hours of the issue being reported.</td></tr>
<tr><td>Non-Critical
3</td><td>A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning Superion's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.</td><td>Superion has a stated goal to respond within four hours of the issue being reported.</td></tr>
<tr><td>Minor
4</td><td>A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.</td><td>Superion has a stated goal to respond within 24 hours of the issue being reported.</td></tr>
</table>

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superion's support representative has been directly contacted by Customer either by phone, email, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer.*

EXHIBIT 3
RECOVERY SOLUTIONS

Supplement to the Superion LLC. Services Agreement
Recovery Solutions – System Recovery Service

1. **Term:** Initial Term of this Agreement begins July 1, 2017 and expires twenty-four (24) months from the date the initial Monthly Administration Fee is due under this exhibit. However, for purposes of making all payments due for recovery services, this Agreement will be retroactive with a beginning date of April 1, 2017.

2. **Services Groups:** Monthly Administration Fees, Declaration Fee and Additional Fees

   a. **Start-Up Fee:** Includes all fees required to initiate these service, excluding any Travel and Living Expenses that may be incurred.
   b. **Monthly Administration Fee:** Fees paid to maintain service availability for term of this contract.
   c. **Declaration Fee:** A fee of Three Thousand Five Hundred Dollars and 00/100 ($3,500) is due upon the declaration of a disaster/emergency situation by a designated client representative. The Initial Use period following a declaration is up to thirty (30) days per declaration.
   d. **Additional Fees**: Additional fees are those that are available to the client but are not required as a function of providing the recovery service.
   e. **Additional Usage Fee**: After the Initial Use period there will be a Five Hundred Dollar and 00/100 ($500.00) per day fee.

	Applications and/or Services	Monthly Access Fee
Service	System Recovery Service (SRP)	$ 3,093.13
Additional Services	Annual Testing - Once Per Year	Included in Monthly Fee
	Total Proposed System:	$ 3,093.13

3. **Payment Terms:**

Monthly Administration Fee: Monthly Administration Fees will be due on the first of each month. Monthly Administration Fees will be invoiced in advance on a monthly basis for a term of twenty-four (24) months at the rates listed below:

Months 1 – 24: $3,093.13 per month or $37,117.56 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Declaration Fee: Due upon declaration of a disaster/emergency situation by a designated client representative.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the Superion Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which Superion is seeking reimbursement, shall also be invoiced monthly.

4. **Other issues:**
   a. Upon commencement of this contract, the Customer will provide Superion with a list of Customer designated representatives. This is a list of individuals that the client has authorized to declare or terminate a state of emergency for their location. This list will include designated representative names, daytime, nighttime, mobile and FAX numbers and mailing address information.
   b. Only a designated Customer representative will be able to declare a state of disaster/emergency by calling Superion Systems Recovery at: **1-800-695-6915.**
   c. Initial declaration of disaster/emergency may be verbal, but must be followed up by a signed and dated statement that declares a state of disaster/emergency. This hardcopy statement must briefly document the state and cause of the disaster/emergency, be dated and contain contact information. This declaration document may be faxed or sent via overnight mail to Superion/Systems Recovery, 1000 Business Center Dr., Lake Mary, Fl. 32746 or FAX: 407-386-8878.
   d. Customer acknowledges that should Superion receive multiple declarations of state of disaster/emergency, Superion shall respond to clients on a first come – first serve basis.
   e. Termination of a previously declared disaster/emergency situation may be done verbally by a client designated representative and followed by a signed notification no later than two (2) weeks after verbal notification. This notification of service termination must be signed by a designated Customer representative and may be faxed or sent via overnight mail to Superion Systems Recovery, 1000 Business Center Dr., Lake Mary, Fl. 32746 or FAX: 407-386-8878.
   f. All tapes or other backup medium provided to Superion will be returned to Customer.
   g. Any hardware or software provided by Superion in performance of this Schedule A-Order Form is owned by Superion and is not the property of the Customer.

EXHIBIT 4
TRANSACTION MANAGER

SUPERION TRANSACTION MANAGER

Initial Term of this Agreement begins July 1, 2017 and expires twenty-four (24) months from this date and will renew for another twelve month period as specified in Section 4 above. However, for purposes of making all payments due for Superion Transaction Manager services, this Agreement will be retroactive with a beginning date of April 1, 2017.

Superion Public Sector will invoice Customer a monthly usage fee equal to the following:

1. Eight point five cents ($.085) for each transaction processed by the Superion Transaction Manager during the prior month, or
2. Five point five cents ($.055) for each transaction processed by the Superion Transaction Manager during the prior month provided that Customer utilizes a Superion LLC approved payment partner for that transaction's related merchant services, or
3. One hundred fifty dollar ($150) if the applicable transaction-based monthly usage fee is not greater than one hundred fifty dollars ($150).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days notice. Other changes to these terms relating to Superion Transaction Manager may occur at any time as may be required and such changes will be effective upon Superion LLC's written notice to each customer who utilizes the Superion Transaction Manager services.

For the purpose of the Superion Transaction Manager, the term "transaction " means a transaction that is submitted to the Superion Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to Superion LLC, Customer may terminate usage of the Superion Transaction Manager subscription effective upon the last day of the month in which the notice period concludes.

The Superion Transaction Manager solution is available 24 hours/ 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Rights of Cancellation - Subscription / Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, Superion LLC reserves the right to cancel any subscription / transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription / transaction based service(s) for convenience by providing ninety (90) days prior written notice to Superion LLC of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription / transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of Superion LLC's then- current reconnect fee plus any subscription / transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

Agreement No. A-8011

FIRST AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This FIRST Amendment ("FIRST Amendment") to the Software License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 21tst day of April 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Superion, LLC, a CentralSquare Company ("CentralSquare", "Superion" or "Vendor"). This First Amendment amends the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Superion LLC is now an entity owned by CentralSquare Technologies and is now called Superion LLC, a CentralSquare Company; AND

WHEREAS, City wishes to use Vendor's new offering of CentralSquare Naviline ASP as the means to access the HTE/Naviline system instead of through the physical AS400 server that is currently housed in the City.

NOW Therefore City and Vendor agree as follows:

1. The term of this Amendment is July 1, 2020 through June 30, 2023.
2. Exhibits 1, 2 and 3 of the Agreement are now replaced by Exhibit A.
3. The parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD		**Central Square Technologies, LLC**	
DocuSigned by: Alexander Nguyen	4/22/2020 | 10:28 AM PDT	See next page	
Alexander Nguyen, City Manager 47AD98734EB14C2...	Date	Todd Dooley, CFO	Date
		See next page	
		Danilo Garguilo, Sr. VP Business Transformation & Strategy	Date

APPROVED AS TO FORM:

DocuSigned by: Jason Zaragoza 4/21/2020 | 1:48 PM PDT

Stephen M. Fischer, City Attorney 38EAC838E8E3449... Date

EXHIBIT A

This CentralSquare Solutions Agreement (the "**Agreement**"), is entered into with CentralSquare Technologies, LLC under the terms and conditions of the Superion Solutions Agreement (00005934) dated August 6, 2018 (Agreement), between **Superion, LLC (Superion)** and **City of Oxnard, CA (Customer).** Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

CentralSquare Technologies, LLC	City of Oxnard
1000 Business Center Dr. Lake Mary, FL 32746	300 West 3rd Street, Suite 202 Oxnard, CA 93030
By: DocuSigned by: Todd Dooley 013A8BA2DCA64EB...	By:
Print Name: Todd Dooley	Print Name:
Print Title: CFO	Print Title:
Date Signed: March 18, 2020	Date Signed:
By: DocuSigned by: Danilo Gargiulo AAA5B6CFC387424...	
Print Name: Danilo Gargiulo	
Print Title: Sr. VP Business Transformation & Strategy	
Date Signed: March 18, 2020	

1. **SOLUTION: CentralSquare NAVILINE ASP identified in Exhibit A-1.**

2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a CentralSquare approved remote access client so that CentralSquare can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for CentralSquare staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, CentralSquare may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.

3. **DOCUMENTATION:** CentralSquare's standard user manuals for the Solution listed above.

4. **INITIAL TERM:** Thirty-Six **(36)** months commencing on the first of the month following Execution of this Agreement.

5. **RENEWAL RIGHTS:** Upon expiration of the Initial Term set forth on Exhibit A-1 shall automatically renew for successive one (1) year Renewal Terms at the then-current rates. Either party may elect to not enter into a Renewal Term by providing the other party with written notice at least one hundred and twenty (120) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be.

6. **FEES**

A. ANNUAL ACCESS FEES: SEE Exhibit A-1

a. ADDITIONAL AUTHORIZED USERS FEES: Customer acknowledges that the Annual Access Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide CentralSquare with advance written notice and CentralSquare may increase the Access Fee payable under this Order accordingly.

b. OTHER FEES: If Customer's use of the Solution increases in any way which would reasonably cause CentralSquare to incur additional hardware costs to maintain such increased usage, CentralSquare shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.

7. **THE LIABILITY CAP:** Shall be the total of the Professional Services and Annual Access Fees actually paid by Customer to CentralSquare under this Order during the twelve (12) month period immediately preceding the event giving rise to the claim occurring.

8. **PAYMENT TERMS:**

a. The Annual Access Fee is due the first of the month following Execution and annually thereafter on the anniversary date thereof.

b. Customer to pay System Recovery past due fees of thirteen thousand six hundred forty dollars and seventy one cents ($13,640.71) shall be due upon execution of this Agreement.

c. End Billing with Continued Support. Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit A-1. CentralSquare shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.
Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Access Fee. The unused portion of paid Maintenance will consist of the amount unused as of Execution Date.

d. Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the CentralSquare Corporate Travel Expense Guidelines attached hereto as Exhibit A-2.

9. **ADDRESSES**

a. CUSTOMER ADDRESS FOR INVOICES: 300 West 3rd Street, Ste. 202, Oxnard, CA 93030

b. CUSTOMER ADDRESS FOR NOTICES: 300 West 3rd Street, Ste. 202, Oxnard, CA 93030

c. CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT: 300 West 3rd Street, Ste. 202, Oxnard, CA 93030

d. CENTRALSQUARE'S ADDRESS FOR NOTICES:

CentralSquare Technologies, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. **OTHER TERMS:**

a. CentralSquare shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.

b. CentralSquare shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by CentralSquare for the upgrade of any customizations to the Solution made by CentralSquare at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.

c. As and when Customer is required to upgrade to a new release, CentralSquare shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to CentralSquare any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by CentralSquare. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors where reported and the date that CentralSquare has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.

d. **Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the CentralSquare Systems Change Request (SCR) form which will be prepared for the Customer by the CentralSquare Conversion Team Manager. There will be a Two Hundred Fifty dollar ($250.00) non-refundable Access Fee for preparation of each SCR requested by the Customer. CentralSquare will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable Access Fee. The final fifty percent (50%) payment is due upon completion. Data must be given to CentralSquare in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Order are attached for Customer signature and return to CentralSquare along with this Order.

e. If after the expiration of the term of this Order Customer converts to a different vendor's applications, CentralSquare will provide, upon payment of CentralSquare's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in CentralSquare's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, CentralSquare shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by CentralSquare for such services.

11. Consent to Assignment

(a) Consent to Assignment. CentralSquare Technologies, LLC ("CentralSquare") through purchase currently owns all of the assets of CentralSquare, LLC, including all rights, title, and interest in the Core Product(s). Each Party (a) mutually consents to CentralSquare's substitution as the party obligated to perform under the Agreement; and, (b) agrees to be bound by all terms and conditions previously entered into the Agreement between Customer and CentralSquare.

Additionally, CentralSquare represents and warrants to Customer that: (i) it has the right, power, and ability to enter into and perform under this Agreement; (ii) it has all necessary rights to grant the rights and licenses under this Agreement; and, (iii) it will maintain all licenses, permits, and other permissions necessary to provide the services under the Agreement.

Order of Hierarchy. In the event of any conflict or inconsistency between this Agreement, the

Exhibits, or any purchase order, then the following priority shall prevail:

1) The main body of this Agreement and any associated amendments or change orders.

2) Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable, and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

Notices. Any notice given by either Party shall be in writing, sent by United States registered or certified mail (certified or registered). Notices will be deemed effective when received. Notices shall be sent to the following:

For Customer:	City of Oxnard 300 W. 3rd Street, Suite 202 Oxnard, CA 93030
For CentralSquare:	CentralSquare Technologies LLC Attn: Legal & Contracts Department 1000 Business Center Drive Lake Mary, FL 32746

12. OTHER TERMS APPLICABLE TO THIS ORDER:

- **SUPPORT STANDARDS SUPPLEMENT**
- **CENTRALSQUARE TRAVEL EXPENSE GUIDELINES (Exhibit A-2)**
- **COGNOS THIRD PARTY PRODUCTS SUPPLEMENT**
- **TRANSACTION MANAGER SUPPLEMENT**

EXHIBIT A-1 – ACCESS FEES

A. ACCESS FEES – INITIAL TERM

Term	Annual Access Fees
Year 1	$ 174,574.83
Year 2	$ 183,303.57
Year 3	$ 192,468.75

Access Fees for any Year subsequent to the Initial Term are subject to change and will be specified by CentralSquare in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

B. Annual Access Fees

	Applications and/or Services	Annual Access Fee
Existing NaviLine Products (Currently Licensed)	GMBA w/Extended Reporting, Customer Information System, Code Enforcement, Purchasing/Inventory, Planning & Engineering, Payroll/Personnel, Land/Parcel Mgmt, Work Orders/Facility Management, P-Card, Cash Receipts, Business Licenses, Building Permits, Asset Management II, Accounts Receivable, CIS Voice Response Interface, CIS IVR Credit Card Interface, CR IVR Credit Card Interface, Cash Receipts Lock Box Interface, BP Voice Response Interface, Document Management Services, OnePoint Point-of-Sale, Transaction Manager, NaviLine User Interface, NaviLine Jump Start Plan	$ 174,574.83
Existing Third Party Products (Currently Licensed)	Cognos BI:Base Bundle Multi-Data Source, Oracle BEA WebLogic Express	Included in Annual Access Fee
Retrofit Modifications	34 Mods	Included in Annual Access Fee
Horizon Cloud Services	Hardware and software will be hosted and managed by Superion. Site to Site VPN, Setup, Implementation, Disaster Recovery Plan for CentralSquare applications	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year; $600 per additional refresh.	Included in Annual Access Fee
	Total Proposed System:	**$ 174,574.83**

CENTRALSQUARE TECHNOLOGIES

EXHIBIT A-2

Support Standards

1. **Service Level Commitments**

1.1. Overall System Availability.

1.1.1. **Target.** In each Service Period, the target for availability of the CentralSquare Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the CentralSquare Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

1.1.2. **Measurement**. Service availability is measured as the total time that the CentralSquare Solutions are available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

1.1.2.1. mutually agreed upon by CentralSquare and the Customer.

1.1.2.2. paid, installed and maintained by the Customer.

1.1.2.3. non-invasive and may not reside on CentralSquare's systems.

1.2. Calculation. Service Availability for a given month shall be calculated using the following calculation:

1.2.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

1.2.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

1.2.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

1.3. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

1.4. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. CentralSquare's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly CentralSquare Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

2. **Server Performance & Capacity.**

2.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional CentralSquare Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

2.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

3. **System Maintenance.**

3.1. Central<u>Square Solutions maintenance and upgrades.</u> CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

3.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

3.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

4. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to CentralSquare Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the CentralSquare Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the CentralSquare Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the CentralSquare Solutions but a fault exists that restricts the Customer's use of the CentralSquare Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the CentralSquare Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

4.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

5. **Disaster Recovery.** CentralSquare provides disaster recovery services for CentralSquare Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

6. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

6.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the CentralSquare Solutions.

6.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

6.3. material changes made to the usage of the CentralSquare Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the CentralSquare Solutions.

6.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

6.5. a documented Defect.

7. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

8. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

9.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4 as circumstances dictate. Service requests will otherwise be prioritized and scheduled similar to production service requests.

10. **Responsibility Summary Matrix.**

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for CentralSquare Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for CentralSquare Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X

Security		
Intrusion and Penetration Testing	X	

11. **Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.
12. **Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
13. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the CentralSquare Solutions.
14. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the CentralSquare Solutions, except such work as may be specifically purchased and outlined in Exhibit A-1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
15. **Disagreement Procedure.** In case the parties are in disagreement as to whether CentralSquare has fulfilled its support obligations, they shall use all reasonable efforts to amicably settle such dispute. If disagreement remains following a ten (10) day work period, the parties shall escalate the issue to the following representatives to resolve the dispute:

    CentralSquare: Director of Operations (first level); VP of Services (escalation – 1st level); General Manager (escalation – 2nd level)

    Customer: ____________________

    The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute the parties have a duty to continue fulfilling all their other obligations under this Agreement.

16. **Telephone Support & Support Portal**

    16.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the CentralSquare Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration

    16.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the CentralSquare Solutions shall be furnished by means of new Releases of the CentralSquare Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

    16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT A-3

CENTRALSQUARE TRAVEL EXPENSE GUIDELINES

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

TRANSACTION MANAGER SUPPLEMENT

Special Terms Relating to the Transaction Manager: In addition to any Transaction Manager configuration and / or setup fee(s) listed above, Customer will be responsible for payment of a monthly usage fee on a monthly basis relating to the Transaction Manager. Upon the conclusion of each month following installation of the Transaction Manager (KT / OS-KT), CentralSquare will invoice Customer a monthly usage fee equal to the following:

i. Eight point five cents ($0.085) for each transaction processed by the Transaction Manager during the prior month;

or

ii. Five point five cents ($0.055) for each transaction processed by the Transaction Manager during the prior month provided that Customer utilizes a CentralSquare approved payment partner for that transaction's related merchant services;

or

iii. One hundred Fifty dollars ($150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars ($150.00).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days notice. Other changes to these special terms relating to the Transaction Manager may occur at any time as may be required and such changes will be effective upon CentralSquare's written notice to each Customer who utilizes the Transaction Manager services.

For the purpose of the Transaction Manager, the term "transaction" means a transaction that is submitted to the Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to CentralSquare, Customer may terminate usage of the Transaction Manager subscription effective upon the last day of the month in which the notice period concludes. The Transaction Manager is the only solution for real-time, online transaction processing within the CentralSquare suite of internet and core products.

The Transaction Manager solution is available 24 hours / 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Upon installation of the Transaction Manager, Customer's license to use the OnePoint Payment Engine – KL (if applicable) shall terminate.

Rights of Cancellation - Subscription / Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, CentralSquare reserves the right to cancel any subscription / transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription / transaction based service(s) for convenience by providing ninety (90) days prior written notice to CentralSquare of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription / transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of CentralSquare's then-current reconnect fee plus any subscription / transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Component Systems" means any of the software provided to CentralSquare by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit A-1.

2. Ownership. Cognos owns the Cognos Component Systems.

3. Restrictions on Use of Cognos Component Systems. Customer's use of the Cognos Component System(s) is subject to the following additional terms and conditions:

(a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the CentralSquare Licensed Software.

(b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by CentralSquare under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer;

(c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer's use of the Cognos Component System(s) or related materials;

(d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;

(e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit A-1; and

(f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit A-1. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the software applications system(s) set forth in Exhibit A-1.

(g) In lieu of the warranty provided in Section 7 of the Agreement, Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.

Agreement No. A-8011

SECOND AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This Second Amendment ("Amendment") to the Software License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 24th day of May 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Superion, LLC, a CentralSquare Company ("CentralSquare", "Superion" or "Vendor"). This Second Amendment amends the First Amendment to the Software License Agreement entered into on April 22, 2020. The First Amendment amended the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Vendor provides City a Transaction Manager service under the Agreement; and

WHEREAS, Vendor has notified City that the Transaction Manager service reached end of life status at the end of December 2021; AND

WHEREAS, Vendor extended Transaction Manager service to City for an additional three months, ending March 31, 2022; AND

WHEREAS, City wishes to extend the Transaction Manager service for an additional 90 days, starting April 1, 2022, at a one-time cost of $6000.00; AND

WHEREAS, City wishes to consolidate all products and services that it uses from within the Vendor's portfolio of offerings under this Amendment.

NOW Therefore City and Vendor agree as follows:

1. Exhibit B is added to this Agreement, and is incorporated herein by this reference.
2. The Transaction Manager product is being discontinued by the Vendor. The Vendor shall extend the Transaction Manager service for an additional 90 days, starting April 1, 2022, at a one-time cost of $6000.00.
3. The total value of the Agreement for Purchase Order 8163 shall not exceed $1,458,505.
4. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
5. As so amended, the Agreement remains in full force and effect.

COUNCIL APPROVED
06/21/2022
DATE

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

CITY OF OXNARD

6-21-22

John C. Zaragoza, Mayor

Date

CENTRAL SQUARE TECHNOLOGIES LLC

DocuSigned by:

Dan Maier

1D915AE068D0477...

5/26/2022

Dan Maeir, CRO

Date

DocuSigned by:

Barry Medintz

3EE5CC45504B4EE...

5/26/2022

Barry Medintz, General Counsel

Date

ATTEST:

R. Chaparro

6/21/22

Rose Chaparro, City Clerk

Date

APPROVED AS TO FORM:

DocuSigned by:

Jason Zaragoza

4A5CF32A094D4C9...

5/25/2022 | 8:09 AM PDT

Stephen M. Fischer, City Attorney

Date

EXHIBIT B

CentralSquare Estimated Costs, 7/1/2020 through 6/30/2023

Description	FY 20-21	FY 21 -22 estimated	FY 22-23 estimated
HTE user license, support, hosting, disaster recovery	$174,575	$183,304	$192,469
Credit card Transaction Manager, processing fees	$10,000	$10,000	0
CryWolf Alarm management system - Police	0	$15,000	$15,000
Public Administrator software - utilities billing	0	$5,000	$5,000
Analytics NOW Financial reporting system	0	$20,000	$20,000
HTE ERP upgrade and change costs	0		$80,000
Contingency, 15%	0	$34,996	$46,870
TOTAL, per fiscal year	$184,575	$268,300	$359,339

THIRD AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This Third Amendment ("Amendment") to the Software License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 24th day of May 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Superion, LLC, a CentralSquare Company ("CentralSquare", "Superion" or "Vendor"). This Third Amendment amends the Second Amendment to the Software License Agreement entered into on May 24, 2022, which itself amended the First Amendment entered into on April 22, 2020. The First Amendment amended the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Vendor continues to provide City with access to the HTE/Naviline ERP system under the Agreement for the period ending June 30, 2024.

NOW Therefore City and Vendor agree as follows:

1. Exhibit C is added to this Agreement, and is incorporated herein by this reference.

2. The total value of the Agreement for Agreement A-8011 shall not exceed $2,070,981.

3. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

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

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

CITY OF OXNARD		**CENTRAL SQUARE TECHNOLOGIES LLC**	
John C. Zaragoza, Mayor	Date	Ron Anderson, Chief Sales Officer	Date
		Barry Medintz, General Counsel	Date

ATTEST:

Rose Chaparro, City Clerk	Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney	Date

EXHIBIT C

CentralSquare Estimated Costs, 7/1/2023 through 6/30/2024

Description	FY 23-24 Expected Cost
HTE/Naviline ERP license and support	$213,255
Click2Gov for licensing, permitting, employee self service	$24,333
Various third party systems including CryWolf (Police), Public Administrator (Utilities), Cognos (Finance)	$40,000
Programming and consulting services	$255,000
Contingency (15%)	$79,888
Total	$612,476

Third Amendment to Superion LLC, a CentralSquare Company Software License Agreement A-8011 for Information Technology Software & Services

Finance and Governance Committee

June 13, 2023

Gary Krumian, IT Department

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Third Amendment to Software License Agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of $612,476 for Fiscal Year 23-24 with a new not-to-exceed total agreement amount of $2,070,981 for information technology software and services.

NEEDS AND DETAILS

- Annual maintenance cost for HTE and related services is ~$215k/year for use, support, and maintenance of the HTE system.

- Although HTE is currently in the process of being replaced by Tyler Munis ERP, the City continues to require additional services from the vendor, estimated to not exceed $612,476 over the next 12 month period ending June 30, 2024.

- This estimated amount includes:
    - Other CentralSquare software used by other City departments
    - Projects related to the Tyler ERP implementation
    - A 15% contingency amount to cover unforeseen needs

NEEDS AND DETAILS – Estimated Costs

Description	FY 23-24 estimated
HTE/Naviline ERP license and support	$213,255
Click2Gov for licensing, permitting, employee self service	$24,333
Various third party systems including CryWolf (Police), Public Administrator (Utilities), Cognos (Finance)	$40,000
Programming and consulting services	$255,000
Contingency, 15%	$79,888
Total	$612,476

Contingency examples: unforeseen remediation or emergency needs, anticipated annual increases for third party software renewals, flexible capacity to meet City departments and CentralSquare business requirements through 6/30/2024.

FINANCIAL IMPACT

- This amendment supports continued and uninterrupted use of the vendor, CentralSquare, for delivering resident services and sustaining City department operations.

- Funds for this expenditure will be budgeted in IT's FY 23-24 budget as well as in other department or project specific budgets, as applicable.

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Third Amendment to Software License Agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of $612,476 for Fiscal Year 23-24 with a new not-to-exceed total agreement amount of $2,070,981 for information technology software and services.

QUESTIONS

CITY OF OXNARD CALIFORNIA

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: June 13, 2023

TO: Finance & Governance Committee

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

SUBJECT: Fiscal Year 2023-24 Utility Ratepayers Assistance Program (Project Assist) Update. (15 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2023-24 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2023-24; and

2. Authorize staff to fund Project Assist in Fiscal Year 2023-24 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/z8ZLTrGGF_A

BACKGROUND

Project Assist is the City of Oxnard's utility rate assistance program for eligible solid waste, water and wastewater residential utility customers. This program was initially approved by City Council in May 2017 and has continued to be renewed by City Council annually. For Year 6, Fiscal Year 2022-23, the Project Assist budget was $145,000 and the financial relief per customer was $15.00, allowing for a total of 805 applicants.

COVID impacts reduced the amount of revenue collected in penalties in FY 2020-21 and FY 2021-22. As such, in the prior two years staff has not recommended a change in the program. With the re-establishment of assessing late penalties on applicable accounts post-pandemic, there is an opportunity to expand the program assuming a reasonable collection of late penalties occurs in FY 2023-24.

It should be noted that in both the Water Cost of Service study and the Wastewater Cost of Service study a portion of the late fees (approximately $610,000 total) is considered in the rate setting. As such, $610,000 of penalty revenue is used each year by these two utilities to fund operations.

Upon initial approval of Project Assist in 2017, Council requested staff to return annually with an update on the program. Program outreach in English and Spanish has relied on a multi-faceted social media approach including utility bill inserts, City website posting, press releases and word-of-mouth. Project Assist participant demographics are diverse and range from age 18 to 101. If customers participate in the program one year and remain eligible for the next year, they are still required to submit an application. This is to ensure that participants remain eligible each program year.

The following are some statistics related to applications for Fiscal Year 2022-23 (Year 6):

- Project Assist has accepted and enrolled 784 Oxnard residents during the first 10 months from July 2022 through May 18, 2023
- New applicants account for 20% while returning enrollees account for 80%

DISCUSSION

For Year 7, Fiscal Year 2023-24, staff is requesting to direct $241,500 from late penalty revenues to fund the Project Assist Program. A $241,500 budget allocation for Year 7 would continue to allow for approximately 805 eligible residential utility customers to participate in the program for Fiscal Year 2023-24, but increase the monthly credit from $15 to $25.

Table 1 reflects the annual funding and participation rates for Project Assist. Below is a history of eligible participants, funds expended for Project Assist, and the penalty amount collected since the inception of Project Assist.

Table 1.

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid- No late

						fees collecte d
FY 22- 23	784*	$15	805	$111,16 5*	$145,0 00	$1.16M/ yr estimate d

*Actual utility rate assistance through May 17, 2023

** Reflects actual expenditures from the General Ledger, based upon participant's effective start date

Alternatively, should the Council decide to expand the number of applicants to over 805, either a smaller monthly credit (less than the proposed $25/month) would be needed or an increase in the proposed annual budget would be needed. Staff does not think expanding the number of applicants is necessary since in the past years of this program, there have not been any applicants placed on a waiting list due to the limits of the funding.

Given the unpredictable amount of penalties collected since this is driven by customer behavior, staff does not recommend going beyond a $25/month credit. This will ensure sufficient funds accounted for in the Water and Wastewater costs of service analysis (i.e. approximately $610,000 per year) remains available in FY 2023-24. Assuming that late penalties are collected in roughly the same amount as the current pace, there will be sufficient penalty revenue to fund programs such as Project Assist in FY 2023-24. Late charges incurred by utility customers for failure to timely pay their utility bills are not governed by article XIII D of the California Constitution, because they are not considered as an incident of property ownership for purposes of Proposition 218. Late charges are imposed to regulate conduct, by encouraging prompt payment of utility bills. These are not considered a property based fee or charge to be used for the cost of providing utility service. Accordingly, the late charges collected by the utility can be used for purposes unrelated to utility service. The City's utilities may use the late charges to fund the Project Assist Program.

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs. Project Assist requirements mirror the CARE income guidelines shown in Table 2 which are effective from June 1, 2022 to May 31, 2023:

Table 2.

Household Size	**Income Eligibility Upper Limit**
1-2	$36,620
3	$46,060
4	$55,500
5	$64,940
6	$74,380
7	$83,820

8	$93,260
Each Additional Person	$9,440

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Since its inception, the availability of the program is capped by the total amount of funding approved by City Council each year. Applicants are screened annually on a first-come, first-served basis. Customers can file applications in English or Spanish via email, in person or through the U.S. Mail any time throughout the program year. Year 7 of Project Assist will be implemented July 1, 2023.

The following information is provided as context related to other agencies' similar rate-assist programs and recent active and completed State/Federal funded programs for utility customers as one-time recovery programs related to the pandemic.

OTHER MUNICIPAL UTILITY RATEPAYERS ASSISTANCE PROGRAMS

Staff tracked one other jurisdiction in California that is currently using penalty revenues to fund a utility ratepayers assistance program. The City of Ventura directs $50,000 annually from penalties to fund a residential Water Customer Assistance Program. The Ventura program currently has a cap of 600 customers per year. After eligibility is determined, the discount is dependent on the size of the meter at the property. Discounts are 50% of the cost shown on the water bill as a service charge up to approximately $100 annually.

The cities of Port Hueneme, Camarillo, Davis, and Tracy have utility ratepayers assistance programs but are not funded by late payment penalties. The City of Port Hueneme funds their utility rate assistance program from an interest rate revenue fund. The City of Camarillo funds their utility ratepayers assistance program from a voter approved special assessment fund. The City of Davis funds their utility ratepayers assistance program from a roundup amount donation option from a utility bill fund. The City of Tracy funds their utility ratepayers assistance program from their general fund.

FEDERAL AND STATE PROGRAMS

California has prioritized funding to support the immediate financial needs of low-income individuals and families through utility assistance payments. The Low Income Home Energy Assistance Program (LIHEAP) utility assistance provides one-time payments to households struggling to pay their bills. Governor Gavin Newsom signed Executive Order 75-20 on August 24, 2020 to provide additional flexibility to the California Department of Community Services & Development (CSD) to ensure that CARES Act funds for LIHEAP are maximized to benefit Californians in need.

In addition to LIHEAP, the California Low Income Household Water Assistance Program (LIHWAP) is also available for low income Oxnard residents who are struggling financially to apply for financial assistance to pay for water and wastewater bills (https://www.csd.ca.gov/lihwap). LIHWAP will offer a one-time payment to help customers with their past due water or wastewater bills, up to a maximum of $2,000 per account. This program will help pay overdue bills which accrue during any time frame; in other words, there are no date restrictions on the bill relief period. Assistance with LIHWAP residents can contact Community Action Ventura County at 805-436-4000,

The following resources provide further, detailed information on the state and federal programs described herein; visit www.csd.ca.gov or call 1-866-675-6623.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The fiscal impact of approving the Utility Rates Assistance Program (Project Assist) for Year 7 in Fiscal Year 2023-24 is $241,500 from late penalty revenues. While no late penalties were assessed to customers during the pandemic, there are sufficient funds from prior year penalties collected to fund Year 7 of Project Assist.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Project Assist Resolution FY 2023-24
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A RATEPAYERS ASSISTANCE PROGRAM FOR FISCAL YEAR 2023-24

WHEREAS, the City of Oxnard provides water, wastewater, and solid waste services to residents and businesses within the community; and

WHEREAS, clean water and good sanitation are essential to public health and safety and improve the quality of life of residents; and

WHEREAS, the City desires to assist eligible low-income utility customers with financial assistance to help pay their monthly utility bills; and

WHEREAS, ratepayers must meet the certain eligibility criteria to receive the financial assistance from the City; and

WHEREAS, the City may fund a ratepayers assistance program using late fee payments; and

WHEREAS, the City Council adopted a ratepayers assistance program in 2017 and now desires to extend this assistance available to eligible ratepayers for Fiscal Year 2023-24.

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

1. The foregoing recitals are true and correct.

2. Adoption of Program. The Ratepayers Assistance Program (Program) that is further explained in Exhibit A, which is attached hereto and incorporated herein by this reference, is hereby adopted. The City Manager is authorized to take all administrative actions necessary to implement the Program and to make non-substantive modifications that may be necessary for the Program's operation.

3. If any section, sentence, clause or phrase of this Resolution or exhibit thereto is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The City Council declares that it would have adopted the Resolution, and each exhibit, section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

4. CEQA. According to Section 15378 of Title 14 of the California Code of Regulations, the California Environmental Quality Act (CEQA) defines a "project" as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The term does not apply to general policy and procedure making that does not have the potential for resulting in a direct, or a reasonably foreseeable indirect, physical change in the environment. The Program is a policy and procedure making that does not have the potential for resulting in a

direct, or a reasonably foreseeable indirect, physical change in the environment as it does not build, install, demolish or otherwise affect land use. Since this is not considered a “project” under CEQA, no further environmental review is required.

5. Resolution No. 15,578, which adopted the Program for Fiscal Year 2022-23, is hereby repealed as of July 1, 2023.

PASSED AND ADOPTED this __ day of JUNE 2023, 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

EXHIBIT A

Ratepayers Assistance Program (Program)

1. Program Description. The City shall provide the Ratepayers Assistance Program (Program) to eligible ratepayers in the form of financial assistance to be applied directly to the ratepayers' monthly bill.

The proposed financial assistance amount is subject only to the restrictions of adequate Program funding.

Funding. Approve a Rates Assistance Program for Utility Bills to assist Oxnard residents and authorize staff to grant financial relief equal to $25.00 of the monthly City of Oxnard utility bill charge for customers meeting the eligibility requirements described herein effective July 1, 2023; Authorize staff to direct $241,500 annually from penalty fees to fund the Utility Rate Assistance Program for Utility Bills Fiscal Year 2023-24 (July 1, 2023 – June 30, 2024) to assist 805 residential customers.

2. Notices. Community outreach efforts will be used to notify the public about the Program and the positive impact it will have on the community by helping to ensure the eligible ratepayers have access to this vital resource.

3. Application. Eligible ratepayers wishing to participate in the Program must complete a written application and declaration of eligibility. Based on this application, City staff will determine whether the ratepayer is eligible to participate in the Program.

4. Eligibility. Funds shall only be applied to utility accounts with the City on behalf of ratepayers who meet all the following criteria.

5. Each household or single ratepayer may be eligible for financial assistance equal to $25.00 of the monthly utility charge for customers who qualify for financial assistance.

Eligibility Requirements

Conditions for Participation: Eligibility in the CARE (California Alternate Rates for Energy) Program with Southern California Edison or Southern California Gas

- The utility bill must be in the name of the ratepayer and the address of the ratepayer must be the primary address.
- The customer cannot be claimed as a dependent on another person's income tax return other than a spouse.
- A customer must recertify an application when requested.

- A customer must notify the City of Oxnard within 30 days if no longer qualifies for assistance.

- A customer may be asked to verify eligibility for CARE, the ratepayers' assistance program.

- Most recent City of Oxnard utility bill.

- Most recent Southern California Gas Company bill or Southern California Edison bill showing CARE eligibility.

- Project Assist application form

- Only one discount shall be applied per household.

- First-come, first-served. The City will apply existing funding for this Program on a first-come, first-served basis. The City cannot guarantee that at any time there will be adequate funds for all eligible applicants.

- Annual Review. The Program and all applications shall be reviewed on an annual basis for continued funding resources and each ratepayer's eligibility standards.

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or The Gas Company's California Alternate Rates for Energy (CARE) programs. Project Assist requirements mirror the CARE income guidelines shown in the below table which are effective from June 1, 2022 to May 31, 2023:

Household Size	**Income Eligibility Upper Limit**
1-2	$36,620
3	$46,060
4	$55,500
5	$64,940
6	$74,380
7	$83,820
8	$93,260
Each Additional Person	$9,440

Source:
https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Utility Rates Assistance Program (Project Assist) Update

Finance and Governance Committee
June 13, 2023

City Council
June 29, 2023

Brian Yanez, Assistant Public Works Director
Public Works Department

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2023-24 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2023-24; and

2. Authorize staff to fund Project Assist in Fiscal Year 2023-24 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

RECOMMENDATION

That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2023-24 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2023-24; and

2. Authorize staff to fund Project Assist in Fiscal Year 2023-24 by utilizing $241,500 that has been paid to the City for late penalties charged to City utility customers.

PROJECT ASSIST

- The program is for eligible solid waste, water and wastewater residential utility customers
- Initially approved by City Council in May 2017 and renewed annually by City Council
- For Year 6, Fiscal Year 2022-23, the Project Assist budget was $145,000 and the financial relief per customer was $15.00, allowing for a total of 805 applicants
- Project Assist has accepted and enrolled 784 Oxnard residents during the first 10 months from July 2022 through May 18, 2023

DISCUSSION

- For Year 7, Fiscal Year 2023-24, staff is requesting:
    - Increase the monthly credit amount from $15.00 to $25.00
    - Utilize $241,500 from late penalty revenues
    - Continue to allow for 805 eligible residential utility customers to participate
- Year 7 of this program will be implemented July 1, 2023 if approved by Council

DISCUSSION

- Staff does not think expanding the number of applicants is necessary since in the past years of this program, there have not been any applicants placed on a waiting list due to the limits of the funding
- Given the unpredictable amount of penalties collected since this is driven by customer behavior, staff does not recommend going beyond a $25/month credit
- Staff has confirmed there’s sufficient funds accounted for in the Water and Wastewater costs of service analysis (i.e. approximately $610,000 per year) remains available in FY 2023-24 from late penalties

History of Funding and Participation for Project Assist

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid- No late fees collected
FY 22-23	784*	$15	805	$111,165*	$145,000	$1.16M/yr estimated

*Actual utility rate assistance through May 17, 2023
** Reflects actual expenditures from the General Ledger, based upon participant’s effective start date

DISCUSSION

- Since its inception, the availability of the program is capped by the total amount of funding approved by Council each year
- Applicants are screened on a first-come, first-served basis and must apply each program year to ensure participants remain eligible
- Customers can file applications via email or through the U.S. Mail any time throughout the program year

DISCUSSION

- Penalties for late payment of utility bills are imposed to regulate conduct (i.e., to encourage prompt payment of utility bills) and not as an incident of property ownership to pay for the cost of providing utility service.
- Therefore, those penalties are not fees or charges that are subject to article XIII D of the California Constitution (Proposition 218) and can be used for purposes other than operating expenses.
- Accordingly, the late charges collected by the utility can be used for purposes unrelated to utility service. The City's utilities may use the late charges to fund the Project Assist Program.

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs

SOUTHERN CALIFORNIA EDISON®
Energy for What's Ahead℠

SoCalGas™

ELIGIBILITY FOR PROJECT ASSIST

Project Assist requirements mirror the CARE income guidelines shown in table below which are effective from June 1, 2022 to May 31, 2023

Household Size	Income Eligibility Upper Limit
1-2	$36,620
3	$46,060
4	$55,500
5	$64,940
6	$74,380
7	$83,820
8	$93,260
Each Additional Person	$9,440

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

OTHER ASSISTANCE PROGRAMS

- California Low Income Household Water Assistance Program (LIHWAP) is also available at
  - www.csd.ca.gov/lihwap
  - Assistance with LIHWAP, call Community Action Ventura County at 805-436-4000
- Information on the state, federal and local programs at www.csd.ca.gov or call 1-866-675-662

FINANCIAL IMPACT

The fiscal impact of approving the Utility Rates Assistance Program (Project Assist) for Year 7 in Fiscal Year 2023-24 is $241,500 from late penalty revenues. While no late penalties were assessed to customers during the pandemic, there are sufficient funds from prior year penalties collected to fund Year 7 of Project Assist. No budget adjustment is necessary.

QUESTIONS

CITY OF OXNARD CALIFORNIA

FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: June 13, 2023

TO: Finance & Governance Committee

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

SUBJECT: Audit Services with Eadie & Payne, LLP for the City's Golf Operations Audit. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve an amount not to exceed $20,000 for Eadie & Payne, LLP to perform an audit of the City's golf operations.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/eVY0YWUzIl0

BACKGROUND

The City of Oxnard owns the River Ridge Golf Club that is under the supervision of the Public Works Department and managed by American Golf Corporation ("AGC"). AGC was awarded the management agreement ("Agreement") beginning July 1, 2019 and will expire on June 30, 2024. The golf operations have been profitable during AGC's management and for FY 2022-23; both golf courses are projecting combined revenues of $5.9 million with expenditures of $4.9 million. Included in the golf operations are food and beverage services, meeting and event rental, golf instruction, and merchandise sales.

DISCUSSION

AGC has been managing the golf operations for four years. The Golf Course Agreement with AGC includes a provision for an audit. Section 6.9 of the Agreement states, "Manager shall, if requested by Owner, hire an independent certified public accounting firm selected by Owner to audit the financial statements required under this Agreement and/or all other records or written materials used by Manager in generating the financial statements or perform agreed upon procedures requested by Owner. All fees and charges of the accounting firm shall be an Operating Expense of the Facility, unless the audit determines that an error of greater than five percent (5%) was made by Manager, in which case the costs of the audit will be paid by Manager and not as an Operating Expense of the Facility." Staff has requested an audit per this section of the Agreement.

Therefore, in April of 2023, City staff solicited proposals from qualified firms to perform an audit of the Golf Operations. Eadie & Payne was the only firm to submit a proposal. Since Eadie and Payne, LLP is currently providing consulting services for the Finance Department, staff is confident in their ability to audit the golf operations. In accordance with section 6.9 of the Golf Management Agreement, City staff (representing Owner) has selected Eadie & Payne to be the firm that AGC (Manager) hires to perform the audit. The audit will be paid as an operating expense by the golf operations under management of AGC.

In compliance with the City's purchasing ordinance for all vendors who exceed $200,000 per year for contract services, staff is bringing this item to City Council for approval. Since this proposed contract for $20,000 will be paid by the golf operations, but would cumulatively put Eadie & Payne over the City's $200,000 threshold, the approval of this action is recommended for consistency with the intent of the City's procurement procedures.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the audit of the City's golf operations with Eadie & Payne shall not exceed $20,000 and sufficient appropriations are included in the FY 2023-24 proposed budget within the Golf operating Fund. There is no impact to the General Fund.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS
1. Proposal - 2023 Golf Course Operations Audit
2. Presentation

EADIE PAYNE LLP

Proposal

CITY OF OXNARD
2023 Golf Course Operations Audit

MAY 18, 2023

PREPARED BY

EadiePayne
3880 Lemon St., Suite 300
Riverside, CA 92501

POINTS OF CONTACT

Brandon Ferrell
Office: 951.241.7814
Mobile: 909.767.3011
bferrell@eadiepaynellp.com

Eden C. Casareno
Office: 951-241-7805
Mobile: 909-809-7662
ecasareno@eadiepaynellp.com

expect quality

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EADIE PAYNE LLP

3880 Lemon St., Ste. 300
Riverside, CA 92501

P.O. Box 1529
Riverside, CA 92502-1529

951-241-7800

www.eadiepaynellp.com

May 18, 2023

Jennifer Yates
City of Oxnard
Jennifer.yates@oxnard.org

RE: 2023 GOLF COURSE OPERATIONS AUDIT

Dear Ms. Yates,

On behalf of Eadie and Payne, LLP (EadiePayne), we are enthusiastic about the opportunity to continue to serve the City Council, Oxnard management team, and Oxnard community.

EadiePayne has worked together with the City on many challenges that have transpired over the last eight years. We are pleased to have been part of the City's success to increase transparency, improve internal controls, and build trust. We want to continue working with the City through the 2023 Golf Course Operations Audit.

We understand that the City-owned municipal golf course is operated by American Golf Corporation since July 2019. While the golf course operations have been profitable since then, the City seeks to evaluate AGC's compliance with the terms of the contract and ensure that all revenue is properly accounted for, recorded and received by the City. We applaud the City for its efforts to hold the contractor accountable.

We believe EadiePayne is the best qualified firm to assist the City in this project:

1) We are aware of the history the City has had in the operations of the municipal golf course. In 2015, we reported deficiencies in the City's contract with the previous operator, resulting in non-renewal of that contract.
2) Our team is familiar with the City's policies and procedures, having been involved in the past in identifying internal control issues and recommending solutions that worked. We base our recommendations on the City's internal and external conditions and co-develop them with City personnel, ensuring success in the implementation.
3) We draw upon our experience with a diverse set of clients, not only government agencies. EadiePayne has had experience auditing governmental agencies that operated municipal golf courses. Our firm has audited and provided other services to private golf course operations as well. The diversity of our auditing and other accounting related services with private companies as well as government agencies give us a well-rounded perspective on this project.

We are committed to meet your expected completion date of September 30, 2023.

We appreciate the opportunity to share our credentials and look forward to working with you and your team on this audit.

Sincerely,

Brandon Ferrell, Partner
Office: 951-241-7814 | Mobile: 909-767-3011
bferrell@eadiepaynellp.com

Eden C. Casareno, Partner
Office: 951-241-7805 | Mobile: 909-809-7662
ecasareno@eadiepaynellp.com

References

City of Compton 2014 - Present Sharon Rahban, Controller (310) 801-4588 | srahban@comptoncity.org 205 S. Willowbrook Avenue, Compton, CA 90220	Financial audits; single audits; preparation of GAAP financial statements; assistance with GASB 68 & 75; assistance with corrective action plan; agreed-upon procedures for Federal Transit Administration requirement; involvement with bond disclosures and issuance
Inland Empire Resource Conservation District 2017 - Present Mandy Parkes, District Manager (909) 799-7407 | mparkes@iercd.org 25864-K Business Center Drive, Redlands, CA 92374	Financial audits, preparation of GAAP financial statements
Twentynine Palms Water District 2018 - Present Matt Shragge, General Manager (760) 367-7546 | mshragge@29palmswater.org Cindy Byerrum, Outside Accountant (909) 204-8858 | cbyerrum@eidebailly.com 72401 Hatch Road, Twentynine Palms, CA 92277	Financial audits, preparation of GAAP financial statements, assistance with implementation of GASB 87, and SCO report preparation
Riverside County Regional Park and Open Space District 2022 - Present Michael Alferez (951) 539-6064 | mvalferez@rivco.org 4600 Crestmore Rd., Jurupa Valley, CA 92509	Financial audits, preparation of GAAP financial statements, and SCO report preparation

Approach to the Engagement

We plan to conduct an Agreed-Upon Procedures engagement (AUP) in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 19. We believe an AUP is best suited to this type of engagement because we will be able to co-develop with the City the procedures we will conduct during the course of the engagement. This will also allow us to focus on certain transactions that are important to you (such as compliance with contract requirements and revenue transactions).

> Agreed Upon Procedures (AUP) is a type of engagement in which an independent auditor performs specific procedures agreed upon with the client. These procedures are designed to meet the client's particular needs and are tailored to address specific areas of concern.

Taking your recommended methodology into consideration, below is our planned procedures, along with the staff level required and estimated time needed:

Procedure**	Staff	Estimated Hours
Kick-off meeting with City and AGC.	Partner/Manager	1
Review Contract between City and American Golf. *Document relevant provisions.*	Partner/Manager	1
Review City policies, organization chart, procedures and directives related to Golf Operations. *Document relevant information.*	Partner/Manager	1
Review American Golf policies, organization chart, procedures and directives related to Golf Operations. *Document relevant information.*	Manager/Senior	2
Observe and document relevant Pro Shop and Restaurant Operations. Conduct Interviews with Golf Operations management at the course (American Golf), including Pro shop, Restaurant, Maintenance and Other employees as necessary (total of 5 individuals). Review and document compliance to best practice internal controls related to all sales transactions at the Golf Course. *We will conduct the observation, interviews and walkthroughs at the same time. Document all procedures performed and results of procedures.*	Manager/Senior	14
Conduct interviews with City Public Works administrative staff, and any other City staff as necessary. *We will conduct interviews with Finance Department staff as well.*	Manager	5
Review and confirm and sales transactions, including conducting Cash Audits including register counts and golfer tee sheet audits to satisfaction that all appropriate fees have been charged correctly. Analyze Point of Sale used at the Golf Course, identifying any issues regarding security or integrity of the information contained within the system. *We will select a sample of sales transactions and examine supporting documentation, tracing the transaction from Point of Sale to bank deposits, general ledger posting and reporting to the City. We will also conduct surprise cash counts.* *Depending on the condition of accounting records, we may utilize Data Analytics to compare POS data with general ledger posting and bank deposits.*	Senior/Staff	20

Approach to the Engagement (continued)

Procedure**	Staff	Estimated Hours
Examine revenue and expense summaries, bank information and City General Ledger reports to identify accurate reporting of revenues and expenses to the City. *Analyze the revenues and expenses recorded by the City, tracing to supporting documentation provided by AGC.*	Senior/Staff	8
Determine whether Incentive Management Fee paid to American Golf was adequately supported by American Golf's records and calculated in accordance with the terms of the Contract. *Obtain AGC's records for all months (July 1, 2021 – March 31, 2023), trace to supporting documentation, and recalculate based on contract terms.*	Senior/Staff	8
Determine whether American Golf complied with certain other financial provisions of the Contract, such as timely and accurate reports to the City, market prices for goods and services from American Golf affiliates (if any) and prior written approval of any potential material conflict of interests as to purchases (if any). *Examine reports provided to the City for timeliness and accuracy. Select a sample of purchases to test for pricing, approvals and conflict of interest issues.*	Senior/Staff	10
Prepare and review the AUP report and documentation. Present the report to management and City Council/committee as requested.	Manager/Partner	25

Procedures in italics are EadiePayne's proposed procedures.

Proposed Fee

Our fees are based on the amount of time required at various levels of responsibility and include all expenses such as administration, travel and other costs.

Level of Staff*	Hours	Rate	Fee
Partner	15	$300	$4,500
Manager	30	$250	$7,500
Senior	25	$150	$3,750
Staff	25	$130	$3,250
	95		$19,000
Out of Pocket Expenses			$1,000
Total Fee			**$20,000**

Please refer to EadiePayne team members' resumes for their qualifications.

EadiePayne Team

We assembled the following professionals to be the City's engagement team. Their resumes provide information on their government auditing experience, continuing professional education (CPE) and membership in professional organizations.

Key personnel will be available to the extent proposed for the duration of the project. We acknowledge that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City. All personnel will be available for on-site work activities as needed.

Brandon Ferrell, CPA
Engagement Partner
16 Years of Experience

Principal point-of-contact for the Manager (AGC), Finance Department and City; lead the team in assessing potential risks and developing solutions; overall commitment of timely delivery of service.

Eden C. Casareno, CPA
Technical Review Partner
21 Years of Experience

Provide an objective evaluation of the significant judgments the engagement team made and the conclusions reached.

Amber Powell, CPA
Manager
22 Years of Experience

Principal point-of-contact for the Manager (AGC) personnel; responsible for planning, supervising, and reviewing procedures.

Ashley Jones
Senior Accountant

Assign and review the work performed by staff auditors; identify and resolve potential audit issues; propose recommendations for improvements.

Lesly Escalante
Staff Accountant

BRANDON FERRELL, CPA

Engagement Partner
Office: 951.241.7814 | Mobile: 909.767.3011| bferrell@eadiepaynellp.com

Mr. Ferrell leads in the planning, organization and execution of attest engagements. He has strong interpersonal, communication, and project management skills, which are necessary to meet your service expectations. Mr. Ferrell is able to apply technical accounting and auditing knowledge to real-life situations of the clients he serves. He is committed to exceeding his clients' expectations by providing quality and timely service in an ever-changing environment.

Mr. Ferrell works closely with management to ensure that EadiePayne is being responsive to the reporting needs within the time frame developed by management. Additionally, Mr. Ferrell performs top level review of project work.

Mr. Ferrell served the following clients:

- Cedarpines Park Mutual Water Company
- City of Compton
- City of Moreno Valley
- City of Oxnard
- City of Riverside
- City of Stockton
- County of Riverside
- Fontana Union Water Company
- Fort Mojave Tribal Utilities Authority
- Hesperia Recreation and Park District
- Inland Empire Latino Lawyers Association Inc
- Inland Empire Resource Conservation District
- Inland Valley Development Agency
- Law Library of San Bernardino County
- Legal Aid Society of San Bernardino, Inc.
- Riverside County Law Library
- Riverside Highland Water Company
- San Bernardino Regional Emergency Training Center
- San Bernardino County Special Districts
- San Gorgonio Pass Water Agency
- Twentynine Palms Water District
- Wrightwood Community Services District

EDUCATION
BS Degree in Business Administration with emphasis in Accounting, University of La Verne
Leaderology Academy, 2019

PROFESSIONAL ORGANIZATIONS
American Institute of Certified Public Accountants
California Society of Certified Public Accountants
- Inland Empire Chapter, Director

National Society of Accountants for Cooperatives
- Program Committee

California Special Districts Association
- Fiscal Committee
- Audit Committee

COMMUNITY ORGANIZATIONS
Riverside Chamber of Commerce
- Downtown Council
- Military Affairs Council
- Leadership Riverside Class of 2021

Optimist International

RECENT RELEVANT CPE
CalCPA The CARES Act: How it Impacts Government and Public Agencies: 2021
AICPA Preparing for your Single Audit: 2021
AICPA Compliance Supplement and Single Audit Update: 2021
EP New SAS, SSARS and SSAE: 2021
CalCPA Risk Assessment Compliance Standards: 2021
AICPA Government Audit Quality Center Update: 2022, 2021, 2020, 2019
AICPA CPA Best Practices for Working Remotely: 2020
Wolters Kluwer Government Accounting & Auditing Update: 2022, 2021, 2020
Wolters Kluwer Common Deficiencies: Audits Under Gov't Auditing Standards and the Single Audit Act: 2020, 2021
Wolters Kluwer Government Auditing Standards and Foundations: 2020
EP A&A Matters Related to COVID: 2020
CSMFO Annual Conference 2023, 2022, 2020, 2019
EP GASB 87-Leases: 2020
Wolters Kluwer 2022 Govt Entities and Cyber Fraud
Wolters Kluwer GASB 87 leases one last look 2022

EDEN C. CASARENO, CPA

Technical Review Partner
Office: 951.241.7805 | Mobile: 909.809.7662 | ecasareno@eadiepaynellp.com

Ms. Casareno joined EadiePayne in 2002 as a staff accountant and became a partner in 2009. She was appointed head of attest and governmental services in 2016. She has been the quality control partner since 2019. As head of attest and governmental services, Ms. Casareno leads the EadiePayne team in providing attest and consulting services to cities and municipalities, special districts, JPAs and former redevelopment agencies.

As technical reviewer, Ms. Casareno will act as a second set of eyes to ensure that the engagement has been performed in accordance with Government Auditing Standards, AICPA's attestation standards, and firm policies.

Based on her experience providing similar services to governmental clients, Ms. Casareno offers valuable insight on internal controls, ensuring successful identification of findings and development and implementation of solutions.

Ms. Casareno served the following clients:

- Big Bear Valley Recreation and Park District
- Bloomington Recreation and Park District
- Big Bear Municipal Water District
- City of Compton
- City of Huntington Park
- City of Industry
- City of Montebello
- City of Moreno Valley
- City of Oxnard
- City of Riverside
- City of Stockton
- Community Action Partnership Riverside County
- County of Riverside
- Fort Mojave Tribe / Avi Kwa Ame Farms
- Hesperia Recreation and Park District
- Inland Empire Resource Conservation District
- Inland Valley Development Authority
- Law Library for San Bernardino County
- Orange County Public Law Library
- Riverside County Law Library
- Riverside County Transportation Commission
- San Bernardino County Service Areas
- San Bernardino County Special Districts
- San Gorgonio Pass Water Agency
- Twentynine Palms Water District

EDUCATION
BS Degree in Business Administration, emphasis in Accounting, University of California, Riverside
Leadership Excellence Summit, Brainard Strategy Leadership Academy
Single Audit Certificate – AICPA

PROFESSIONAL ORGANIZATIONS
American Institute of Certified Public Accountants
California Society of Certified Public Accountants
California Society of Municipal Finance Officers
California Special Districts Association

RECENT RELEVANT CPE
AICPA Auditor Considerations: The Coronavirus State and Local Fiscal: 2022
Recovery Funds Program: 2022
AICPA 2022 Compliance Supplement and Single Audit Update: 2022
CSMFO Annual Conference: 2023, 2022, 2021
AICPA GAQC Update: 2022, 2021, 2020
AICPA Annual Update for Accountants and Auditors: 2021
CCH 2021 GAAP, GAAS & SSARS Update: 2021
AICPA OMB Compliance Supplement and Covid-19 Audit Implications: 2021
EP GASB 84 & 87: 2021
EP Audit & Accounting Matters Related to Covid-19: 2020
EP GASB 87-Leases: 2020
CCH Common Frauds in Governmental Entities: 2020
CalCPA Government Auditing and Accounting Conference: 2020
AICPA 2020 State and Local Government Audit Planning Considerations: 2020
CSMFO Impact of Covid-19 on Financial Reporting and Single Audit: 2020

AMBER POWELL, CPA

Manager
Office: 951.241.7829 | Mobile: 909.557.3421| apowell@eadiepaynellp.com

Ms. Powell joined EadiePayne as audit manager in 2023. Ms. Powell has served a highly diverse client base with a long history of providing quality audit services for over 20 years. Here at EadiePayne Ms. Powell leads in the planning, organization and execution of attest engagements.

Ms. Powell's audit services include financial, governmental, non-for-profit, and compliance auditing. Beyond audit services Ms. Powell has consulted on strategic planning, operational efficiencies, fund accounting and management.

Ms. Powell's experience allows her to provide exceptions professional judgment, sound and decisive decisions, and strong project management and interpersonal skills.

EDUCATION
BS Degree in Accounting, University of La Verne, La Verne, CA
Licensed Certified Public Accountant
Licensed Certified Global Management Accountant

PROFESSIONAL ORGANIZATIONS
American Institute of Certified Public Accountants
California Society of Certified Public Accountants

ASHLEY JONES

Senior Accountant
Office: 951.241.7815 | Mobile: 909.809.7064 | ajones@eadiepaynellp.com

Ms. Jones joined EadiePayne in August 2021. She exhibits a strong work ethic and a good understanding of all aspects of GAAP accounting and financial reporting. Since joining EadiePayne, she has provided audit, review and tax services for a diverse set of clients, assisting not only in audit and tax engagements but also forensic and consulting services.

Ms. Jones has been a key team member on the following audits:

- Cal-Bean and Grain Coop Inc.
- Cedarpines Park Mutual Water Company
- City of Compton
- City of Oxnard
- Hesperia Recreation and Park District
- Inland Empire IBEW-NECA Labor Management Cooperation Committee
- Inland Empire Latino Lawyers Association
- Inland Empire Resource Conservation District
- Inland Valley Development Agency
- Legal Aid Society of San Bernardino, Inc.
- Riverside Highland Water Company
- San Bernardino County Special Districts
- Springboard CDFI
- Treatment and Development Inc.
- Twentynine Palms Water District
- Ultimate Internet Access

EDUCATION
BS Degree in Business Administration with emphasis in Finance (Cum Laude), California State University, San Bernardino, CA
MBA Degree in Accounting, California State University, San Bernardino, CA

PROFESSIONAL ORGANIZATIONS
American Institute of Certified Public Accountants
California Society of Certified Public Accountants

RECENT RELEVANT CPE
Audits of State and Local Government: 2022
Auditing Pension and OPEB (GASB 68 And 75): 2022
GASB 87: 2022
Auditwatch University: Experienced Staff Training: 2022
Accountant’s Liability: Balancing Risk and Reward: 2022
How to Become A Rock Star Auditor: 2021
Financial Statement Audits for New Auditors Series: Audit Planning: 2021
Basic Staff Training: Auditing Accounts Receivable & Revenue: 2021
Basic Staff Training: Auditing Accounts Payable: 2021
How Accounting Works and Reporting Guidelines: 2021
Auditing Excel Spreadsheets: 2021
Basic Accounting Procedures: Part I: 2021
Basic Accounting Procedures: Part II: 2021
Basic Staff Training: Audit Fixed Assets: 2021
Auditing Procedures & Practices: Audit Documentation: 2021

LESLY ESCALANTE

Staff Accountant
Office: 951.241.7832 | Mobile: 909.557.8385| lescalante@eadiepaynellp.com

Ms. Escalante joined EadiePayne in May 2022. She has a strong understanding of all aspects of GAAP accounting and financial reporting and has proven to be a key team member in audit and tax engagements where she efficiently performs substantive procedures and effectively communicates important matters to the engagement team. Since joining EadiePayne, she has provided audit, review and tax services for clients ranging from government and not for profit entities, to privately owned businesses and individuals.

Ms. Escalante has been a key team member on the following audits:

- Cal-Bean and Grain Coop Inc.
- Cedarpines Park Mutual Water Company
- City of Compton
- City of Oxnard
- Hesperia Recreation and Park District
- Inland Empire IBEW-NECA Labor Management Cooperation Committee
- Inland Empire Latino Lawyers Association
- Inland Empire Resource Conservation District
- Inland Valley Development Agency
- Legal Aid Society of San Bernardino, Inc.
- Riverside Highland Water Company
- San Bernardino County Special Districts
- Springboard CDFI
- Treatment and Development Inc.
- Twentynine Palms Water District
- Ultimate Internet Access

EDUCATION
Master of Science in Accountancy, and a Bachelor of Arts in Administration with an Accounting concentration, California State University, San Bernardino, CA

PROFESSIONAL ORGANIZATIONS
American Institute of Certified Public Accountants
California Society of Certified Public Accountants

RECENT RELEVANT CPE
Audits of State and Local Government: 2022
Auditing Pension and OPEB (GASB 68 And 75): 2022
GASB 87: 2022
Auditwatch University: Experienced Staff Training: 2022
Accountant’s Liability: Balancing Risk and Reward: 2022
How to Become A Rock Star Auditor: 2021
Financial Statement Audits for New Auditors Series: Audit Planning: 2021
Basic Staff Training: Auditing Accounts Receivable & Revenue: 2021
Basic Staff Training: Auditing Accounts Payable: 2021
How Accounting Works and Reporting Guidelines: 2021
Auditing Excel Spreadsheets: 2021
Basic Accounting Procedures: Part I: 2021
Basic Accounting Procedures: Part II: 2021
Basic Staff Training: Audit Fixed Assets: 2021
Auditing Procedures & Practices: Audit Documentation: 2021

Audit Services with Eadie & Payne, LLP for the City's Golf Operations Audit

Finance & Governance Committee
June 13, 2023

Steve Howlett
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve an amount not to exceed $20,000 for Eadie & Payne, LLP to perform an audit of the City's golf operations.

- The City of Oxnard owns the River Ridge Golf Club that is under the supervision of the Public Works Department and managed by American Golf Corporation (“AGC”).

- AGC was awarded the management agreement (“Agreement”) beginning July 1, 2019 and will expire on June 30, 2024.

- The golf operations have been profitable during AGC’s management and for FY 2022-23; both golf courses are projecting combined revenues of $5.9 million with expenditures of $4.9 million.

DISCUSSION

- AGC has been managing the golf operations for four years.

- Staff decided to audit the golf operations per section 6.9 of the Golf Management Agreement that states, “Manager shall, if requested by Owner, hire an independent certified public accounting firm selected by Owner to audit the financial statements required under this Agreement and/or all other records or written materials used by Manager in generating the financial statements or perform agreed upon procedures requested by Owner. All fees and charges of the accounting firm shall be an Operating Expense of the Facility, unless the audit determines that an error of greater than five percent (5%) was made by Manager, in which case the costs of the audit will be paid by Manager and not as an Operating Expense of the Facility.”

- In April of 2023, City staff solicited proposals from qualified firms to perform an audit of the Golf Operations.

- Eadie & Payne was the only firm to submit a proposal. Since Eadie and Payne, LLP is currently providing consulting services for the Finance Department, staff is confident in their ability to audit the golf operations.

- In accordance with section 6.9 of the Golf Management Agreement, City staff (representing Owner) has selected Eadie & Payne to be the firm that AGC (Manager) hires to perform the audit. The audit will be paid as an operating expense by the golf operations under management of AGC.

DISCUSSION

- In compliance with the City's purchasing ordinance for all vendors who exceed $200,000 per year for contract services, staff is bringing this item to City Council for approval.

- Since this proposed contract for $20,000 will be paid by the golf operations, but would cumulatively put Eadie & Payne over the City's $200,000 threshold, the approval of this action is recommended for consistency with the intent of the City's procurement procedures.

FINANCIAL IMPACT

- The total cost for the audit of the City's golf operations with Eadie & Payne shall not exceed $20,000 and will be paid through the Golf Enterprise Fund.

- There is no impact to the General Fund.

QUESTIONS