

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



AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
July 25, 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: 826 9627 0606
3. Passcode: 066756

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](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. 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
 - a. Follow Zoom details listed above.

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)

- 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 June 27, 2023 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Information Technology Department

SUBJECT: Second Amendment with Kore1 for IT Recruiting Services. (15 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement 32300297 with Kore1 LLC to increase the value of the agreement from \$200,000 to \$500,000 through December 31, 2024, for information technology recruitment services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/INTyAXx9P-k>

Contact: Robert Ruben, (805)385-7554

2. City Attorney Department

SUBJECT: Omnibus City Code Update. (15 minutes)

RECOMMENDATION: That the Finance & Governance Committee recommend that the City Council adopt an ordinance amending various sections of the Oxnard City Code to address changes in state law, correct errors, and update gender-neutral references.

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

Contact: Stephen Fischer, (805) 385-7483

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

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

DATE: July 25, 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 June 27, 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 06 27 2023 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
June 27, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:00 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 John C. Zaragoza and Member Gabriela Basua were present in person. Member Gabriel (Gabe) Teran participated virtually.

Staff members present in person were Alexander Nguyen, City Manager; Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Michael Wolfe, Public Works Director; Javier Chagoyen Lazaro, Chief Financial Officer; Katie Casey, Communications Manager; Annie Jensen, Project Manager; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk.

Consultant Todd Main, Vice President of Government Services with ProcureAmerica also participated via videoconference.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

During this meeting, Councilmember Teran participated remotely from the following location:

Hampton Inn & Suites Ontario Rancho Cucamonga (Business Center) located at 11669 Foothill Blvd., Rancho Cucamonga, CA 91730.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the June 13, 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. Finance Department

SUBJECT: Agreement with ProcureAmerica to Provide Cost Reduction Services.

RECOMMENDATION: That the Finance and Governance Committee recommend to the City Council that they approve and authorize the Mayor to enter into an agreement with ProcureAmerica, Inc. to provide cost reduction consulting services expiring December 31, 2028.

Javier Chagoyen Lazaro, Chief Financial Officer and Michael Wolfe, Public Works Director presented and answered the Committees 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.

2. Finance Department

SUBJECT: Professional Services Agreement 32400016 with MuniServices, LLC for Sales Tax and Transaction Tax Audit Services.

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

a) Award Agreement No. 32400016 to MuniServices, LLC for a five-year term in the amount not to exceed \$600,000 for quarterly Sales Tax Audit Services and Measures O and E transaction tax audit services; and

b) Adopt a Resolution Authorizing Examination of Sales, Transactions and Use Tax Records to MuniServices, LLC.

Javier Chagoyen Lazaro, Chief Financial Officer presented and answered the Committees 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.

3. City Manager Department

SUBJECT: Second Amendment to Agreement No. 9675-22-CM with Aten Design Group, Inc. for Website Redesign Services.

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council approve and authorize the execution of a Second Amendment to an Agreement with Aten Design Group, Inc. to increase Website Redesign Services for an additional \$116,140, resulting in a not-to-exceed total cost of \$316,140.

Katie Casey, Communications Manager was available to answer questions. No public comments were received.

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.

4. City Manager Department

SUBJECT: Whistleblower Activity Report.

RECOMMENDATION: That the Finance and Governance Committee receive and file an update on the whistleblower matters.

Shiri Klima, Deputy City Manager presented and answered the Committees questions. Annie Jensen, Project Manager was also available to answer questions. No public comments were received. This report was received and filed, no formal action was required.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 5:17 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Chair



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: July 25, 2023

TO: Finance & Governance Committee

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

SUBJECT: Second Amendment with Kore1 for IT Recruiting Services. (15 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement 32300297 with Kore1 LLC to increase the value of the agreement from \$200,000 to \$500,000 through December 31, 2024, for information technology recruitment services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/INTyAXx9P-k>

BACKGROUND

Kore1 is a leading recruitment agency that provides Information Technology workforce management services and expertise. The current job market continues to provide challenges in finding and hiring appropriate talent. This has been a nationwide issue and not something that is unique to the City of Oxnard. Kore1 possesses the expertise to locate, recruit, and screen IT candidates to come to the City either as consultants or future full-time employees. The IT department is actively recruiting technology personnel in its quest to serve the needs of the City, its residents and its businesses.

On March 1, 2023, City entered into professional services agreement 32300297 with Kore1 for the purpose of finding qualified personnel to fill various vacant positions in the IT department. Currently, the department has 24 vacancies and is actively working to fill these positions in order for it to continue meeting the technological needs of the City. This proposed Second Amendment to this agreement will increase its value to \$500,000 in order to allow the IT department to complete its recruitment for this fiscal year with no interruption.

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 for these expenditures will come from the FY 2023-24 Information Technology operating budget. No additional appropriation is necessary.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Kore1 Second Amendment 32300297
2. Kore1 First Amendment 32300297
3. Kore1 Agreement 32300297
4. Kore1 FG&C Presentation

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 12th day of July 2023, by and between the City of Oxnard, a municipal corporation (“City”), and Kore1, LLC, (“Kore1”, or “Consultant”). This Second Amendment amends the First Amendment entered into on June 12, 2023 which further amended the Agreement entered into on March 22, 2023 by City and Consultant.

City and Consultant agree as follows:

1. The amount listed in Section 6 of the Cover Page of the Agreement is amended from “\$200,000” to “\$500,000.”
2. Section 3 is hereby added to the “Fees Exhibit” to read as follows:

3. Work Schedule and Overtime: City office hours are 8:00 am to 6:00 pm Monday through Thursday, and 8:00 am to 5:00 pm on Friday, with City offices being closed on alternating Fridays. The IT Department work schedule is a Nine-Eighty (9/80) Schedule which has 8 shifts of 9 hours and 1 shift of 8 hours for a total of 80 hours over the two-week pay period. A contract worker is not allowed to work overtime unless approved in advance by the department director. All overtime compensation shall be billed at the contract worker’s approved standard hourly rate.

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

[Signatures on the next page]

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

CITY OF OXNARD

Kore1, LLC

Jennifer Yates, Purchasing Agent

Date

DocuSigned by:

Steve Charles

Steve Charles, CEO

7/19/2023 | 9:41 AM PDT

Date

DocuSigned by:

Tom Kaseley

Thomas Kaseley, CSO

7/19/2023 | 7:14 AM PDT

Date

ATTEST:

Rose Chaparro, City Clerk

Date

APPROVED AS TO FORM:

DocuSigned by:

Jason Zaragoza

Stephen M. Fischer, City
Attorney

7/18/2023 | 5:10 PM PDT

Date

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 12th day of June 2023, by and between the City of Oxnard, a municipal corporation (“City”), and Kore1, LLC, (“Kore1”, or “Consultant”). This First Amendment amends the Agreement entered into on March 22, 2023 by City and Consultant.

RECITALS

WHEREAS, City requires services from Consultant as specified in the Agreement for an additional amount of \$100,000.

NOW Therefore City and Vendor agree as follows:

1. The value of this Agreement is increased from \$100,000 to \$200,000.
2. 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.
3. 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

Kore1, LLC

DocuSigned by:

Jennifer Yates

Jennifer Yates, Purchasing Manager

6/16/2023 | 7:52

Date _____

— DocuSigned by:

AM BDT Steve Quaresima

Steve Quares, CEO

6/16/2023 | 1:48 AM PDT

Date

—DocuSigned by:

Tom Kenaley

Thomas Konecny, CSO

6/15/2023 | 3:51 PM PDT

Date

ATTEST:

Rose Chaparro, City Clerk

Date _____

APPROVED AS TO FORM:

- DocuSigned by:

Jason Zaragoza

Stephen M. Fischer, City
Attorney

6/15/2023 | 3:50 PM PDT

Date

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 1, 2023
- (2) Consultant: Kore1, LLC
- (3) Services: Information Technology Recruitments
- (4) Schedule of Services: See Scope of Services
- (5) Agreement Ending Date: 12/31/2024
- (6) Total Agreement Amount: \$100,000
- (7) City's Project Manager: Clif Brady
- (8) Consultant's Project Manager: Tom Kenaley
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

FOR CONSULTANT:

530 Technology Dr. #150
Irvine, CA 92618

Attn: Tom Kenaley

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

tomk@kore1.com

FOR CITY:

300 W 3rd St.
Oxnard, CA 93030

Attn: Clif Brady

CITY'S PROJECT MANAGER:

Clif.Brady@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** Fees Exhibit
- X** Insurance Exhibit (INS-B)
- X** Exhibit 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. City will pay Consultant Direct Hire Fees and fees for Contract Services provided pursuant to this Agreement and any applicable Work Order, and shall reimburse Consultant for all pre-authorized incidental expenses incurred in providing said services. Payments not made in accordance with this Agreement or the applicable Work Order, as applicable, shall incur interest on the outstanding balance of at the lesser of 1.5% per month or the maximum rate allowed by law. Notwithstanding anything herein to the contrary, Consultant expressly reserves the right to cease providing services if any payment is not timely made. City agrees to pay all applicable sales, use, excise, and other value added taxes. Invoices are payable to: Consultant Professionals LLC, P.O. Box 80632, City of Industry, CA 91716-8412, (ACH instructions shall be sent under separate cover). City acknowledges and agrees that it has no legal or equitable defense for failure to pay any fees or invoiced time, including, but not limited to, any rights of offset.
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. 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. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

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

14. Hold Harmless, Defense and Indemnity.

City shall indemnify, defend, and hold harmless Consultant and its officers, directors, employees and agents from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses and disbursements, including, without limitation, the costs, expenses (including, without limitation, all attorney's fees and costs), and disbursements, as and when incurred, of investigating, preparing or defending any action, suit, proceeding or investigation asserted, caused, relating to, based upon, arising out of, or in connection with (a) any breach by City or its affiliates or its officers, directors, employees, agents or consultants of this Agreement, including, but not limited to, any breach of any representation or warranty herein; (b) gross negligence, recklessness

or intentional or willful misconduct on the part of City or its affiliates, officers, directors, employees, agents or consultants; (c) any claims arising out of or relating to any actions or omissions of City or any of City's affiliates, officers, directors, employees, agents or consultants; (d) any claims based on any alleged action of Consultant in securing, attempting to secure, or not securing, any placement of a worker or candidate for City; (e) any claims for property damage, injury, or death, including theft, in any way alleged to arise from the performance of any work by any Worker; (f) Consultant's use of or reliance on any inaccurate or incomplete written information provided by City; (g) any claims, actions or proceedings by any Worker or Candidate arising from or relating to allegations that an agent, representative, director, consultant, shareholder, member, partner, officer, supervisor or employee of City engaged in conduct in violation of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other Federal or state statute or regulation; or (h) any claim that either party's personnel had a joint or co-employment relationship with one another, in performing services hereunder, including without limitation, any allegation, claim or action threatened or brought concerning wages, bonuses, overtime pay, employee benefits, wage deductions, expense reimbursement, employment discrimination, breach of contract, severance, unemployment, and all other claims, including for penalties, that employees may bring against employers.

To the extent permitted by law, Consultant will defend, indemnify, and hold City and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by (a) Consultant's breach of this Agreement; (b) Consultant's failure to discharge its duties and responsibilities set forth in this Agreement; or (c) the gross negligence or willful misconduct of Consultant or Consultant's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

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.

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

17. Confidentiality of Information

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

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

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

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

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

f. City agrees that City shall have the same obligations contained in this Section as Consultant and that the definition of Confidential Information set forth above shall also apply to Consultant's information.

g. 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. Both City and Contractor agree to follow all applicable local, state, and federal employment and safety laws. City and Contractor further agree to fully cooperate with each other to ensure that all applicable laws are adhered to, including but not limited to, laws governing wage and hour requirements, employee benefits, discrimination, retaliation, equal opportunity laws, disability laws, harassment prevention, meal and rest breaks for hourly/non-exempt employees, and laws governing employee screening, testing, and background checks. With respect to meal and rest breaks in California, City will ensure that Workers are provided with the required meal and rest breaks, which include a minimum of two 10-minute rest breaks and a 30-minute meal period in accordance with the Consultant Meal and Rest Break Policy attached hereto as Exhibit XX. For any other state or locality that requires meal and/or rest breaks, City shall, likewise, ensure the same is complied with by Workers.

22. City Responsibilities and Mutual Obligations. City shall have no liability to pay any amounts to Workers, or otherwise provide Workers with benefits and/or pay or withhold any payroll taxes imposed on amounts earned by Workers. City shall be solely responsible for training the Workers with respect to all policies, practices and other guidelines related to the City, generally, and to the subject job and worksite, specifically. City shall provide a safe worksite and safe working conditions in compliance with all federal, state and local laws, including, without limitation, OSHA (if applicable), and shall allow Consultant to perform an annual safety audit of any sites/programs to which it sends Workers as required by law, by Consultant's insurance carriers, and/or in accordance with best practices. City shall not ask or permit Workers to use any vehicle or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information,

negotiable instruments, or other valuables without the prior written permission of Consultant. City shall not permit or cause Workers to perform any work activities other than those specifically set forth in the applicable Work Order. City shall give Consultant prompt notice should any Worker: (i) fail to follow or abide by these policies, practices, and guidelines; (ii) engage in conduct in violation of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other federal, state, or local statute or regulation; or (iii) engage in any other acts of misconduct. Further, City shall provide Workers with all necessary materials and resources to perform the services consistent with the subject job description. Further, consistent with Section C.3. of this Agreement, City shall be solely responsible for preventing any claims, actions, or proceedings related to a Worker arising from claims that an agent, officer, supervisor or employee of City, other than employees, agents or officers of Consultant, engaged in conduct in violation of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other federal, state, or local statute or regulation.

The parties agree to cooperate fully and promptly, and to provide any assistance necessary to the other party which may relate to City, Consultant, any Worker, or any Candidate. The parties shall timely and promptly provide each other (and their attorneys and/or insurers) with copies of any summonses, notices, subpoenas, or other legal documents which involve or relate to Consultant or any Worker or Candidate. City and Consultant affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. City and Consultant agree not to harass, discriminate against, or retaliate against any employee or worker of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law, or permit the same; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation or to violate any Applicable Law. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Worker or Candidate, City and Consultant agree to cooperate in the prompt investigation and resolution of such complaint.

Further, City and Consultant agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including, without limitation, the Family and Medical Leave Act and any similar state or local law, City and Consultant shall cooperate in compliance with any such requirements. City agrees to use its best efforts to reinstate Workers and Candidates who are entitled to return to performing services following a mandated and lawful leave.

Further, City represents and warrants that it will and does comply with the California Consumer Privacy Act and shall provide all required notices to all individuals required under such Act. City shall defend, indemnify, and hold Consultant harmless from any violation or alleged violation of the California Consumer Privacy Act or any other data privacy or protection law or regulation which may be asserted as a result of a violation of this provision.

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 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason

at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39. Warranties and Limitation of Liability. CONSULTANT'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. Consultant MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, Consultant WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR INCOME, OR LOSS OF USE OR OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT.

Consultant's liability hereunder for all other actual loss or damage under a given Work Order is limited to the amount paid by City to Consultant for the prior one (1) year period under the given Work Order, less any claim previously paid, measured from the time underlying claim occurred. Consultant's liability hereunder for all other actual loss or damage under the Direct Hire Services is limited to the Direct Hire Fee paid by City to Consultant for the applicable Candidate, less any claim previously paid.

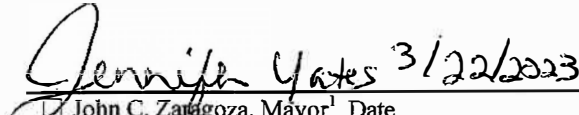
In all cases, any claim by City must be brought within twelve (12) months after the occurrence of the alleged act or omission otherwise such claim will be barred.

40. Surviving Sections. The parties shall remain obligated under all those provisions of this Agreement and any Work Order which by their nature obligate a party for a time period beyond termination of this Agreement.

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

[SERVICE PROVIDER]


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

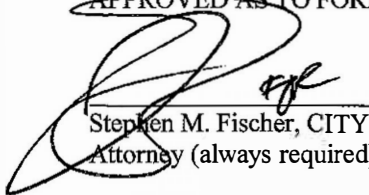
Steve Quarles, CEO Date

Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:


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

¹ The City Council must authorize and the Mayor must execute any property lease over \$100,000 annually, over 3 years, or both. The City Manager may authorize and execute any such lease up to \$100,000 annually if up to 3 years. The Purchasing Manager may authorize and execute any such lease up to \$50,000 annually if up to 3 years.

The City requires the following for any contract:

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

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

Agreement No. 32300297

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

[SERVICE PROVIDER]

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

DocuSigned by:
Steve Charles 3/10/2023
TBCF7DC3F64540E
Steve Charles, CEO Date
Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any property lease over \$100,000 annually, over 3 years, or both. The City Manager may authorize and execute any such lease up to \$100,000 annually if up to 3 years. The Purchasing Manager may authorize and execute any such lease up to \$50,000 annually if up to 3 years.

The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

A. Direct Hire/Contingent Search Services

1. **Scope of Direct Hire Services:** Upon Client's request, Consultant shall locate, recruit, and screen candidates ("Candidates") for employment with City and shall present identified Candidates to City for City's consideration ("Direct Hire Services"). Consultant will make reasonable inquiries to verify the accuracy of Candidate information collected and forwarded to City, but does not guarantee the accuracy thereof or Candidate performance. City is not obligated to request any referrals of Candidates hereunder, or to interview, hire, or engage any Candidate referred hereunder.

B. Contract Services

1. **Scope of Contract Services:** Consultant will assign its personnel or the personnel of any Subcontractor, which Consultant may engage to provide the services at its discretion (collectively "Workers") to augment City's staff pursuant to work orders executed by Consultant and City (each, a "Work Order"), a form of which is attached hereto as Exhibit A ("Contract Services"). All Work Orders are incorporated herein by reference and to the extent that any Work Order conflicts with this Agreement, this Agreement will prevail.

City will pay Consultant fees for Contract Services at the rate(s) set forth on applicable Work Orders, with a mark-up percentage of sixty five (65%). City will also reimburse Consultant for all incidental expenses that City has pre-authorized in writing. Consultant will submit invoices to City on a weekly basis stating the services furnished and any pre-authorized incidental expenses. City must pay all invoices net 22 terms from the date of each invoice in U.S. Dollars.

Unless set forth otherwise in the applicable Work Order, as it solely pertains to Workers, and except as to any Subcontractors, Consultant, as the employer of the Workers, shall be solely responsible, at its own expense, for paying all amounts due to or for the benefit of Worker; to pay and withhold all benefits, payroll taxes, workers compensation premiums, or taxes and unemployment taxes required to be paid and/or withheld in connection with the Worker's services provided hereunder; and to otherwise comply with all laws and regulations imposed on Consultant as the employer of Workers. Notwithstanding the foregoing, the obligations of Consultant set forth in this Section shall not apply to Subcontractors; provided, however, Subcontractors shall have similar obligations to its personnel. Further, Consultant shall designate one of its employees to act as a liaison between Consultant and City with respect to the implementation of this Agreement. The parties shall mutually agree as to specific details related to how and where the liaison shall provide such services.

FEES EXHIBIT

1. **Direct Hire Fee:** City shall pay Consultant for Direct Hire Services provided hereunder at a discounted fee of twenty (20%) of the Candidate's first full year's total base salary, excluding any bonuses or relocation payments ("Salary") (for hourly Candidates, the Salary will be determined based on the hourly rate multiplied by 40 hours per week and then multiplied by 52 weeks), of each Candidate hired or otherwise engaged by City for any position with City ("Direct Hire Fee"). Consultant shall invoice City for the Direct Hire Fee on a Candidate's first day of employment with City. City agrees to pay the Direct Hire Fee in full not later than forty- five (45) calendar days from the Candidate's start date.

2. **Direct Hire Guarantee:** If (i) City has paid all invoices in accordance with the terms of this Agreement; (ii) a Candidate voluntarily terminates his or her employment with City, or City terminates a Candidate's employment for any reason other than a reduction in force, lack of work, or elimination or material change in the responsibilities, location, or remuneration of the position; (iii) City does not hire a replacement from any other source; (iv) City is still actively seeking to fill the position; and (v) City informs Consultant in writing within five (5) calendar days of the date of a Candidate's termination, Consultant will provide a **ninety (90)** day replacement guarantee, wherein City may receive a replacement Candidate for no additional Direct Hire Fee. Further, this guarantee only applies if the replacement is for the same role and is initiated within five (5) calendar days from the date the Candidate being replaced departs from his/her role.

Conversion for Contract Worker: Upon to fifteen (15) calendar days' written notice to Consultant, City may hire, engage, or otherwise retain an employee through Consultant services. Within ten (10) days after commencement of such employment, engagement or retention, City shall pay a conversion fee to Consultant based upon the Salary (for hourly Workers, the Salary will be determined based on the hourly rate multiplied by 40 hours per week and then multiplied by 52 weeks) to be paid to such employee by City in the first year of employment, engagement, or other form of retention as follows:

Number of Billable Hours Worked by Worker	Conversion Fee – Percentage of annual Base Salary
1 – 800 hours	20%
800-1040 hours	10%
1040 hours +	Free conversion

EXHIBIT B

California -- Meal and Rest Periods for Kore1 Employees

Rest Period: Hourly/non-exempt employees are entitled to take a 10-minute paid rest period for every four hours of work, or major fraction thereof (see table below). These rest periods should be taken as close to the middle of each four-hour shift as is practical. Employees who are unable to take their rest period for any reason must notify their immediate supervisor at the Client's place of business or their Recruiter contact, who must notify Human Resources. Employees are not required to clock in and out for their rest period.

Hours Worked	Number of Rest Breaks
0-3.5	0
3.5 – 6.0	1
6.0 – 10.0	2
10.0 – 14.0	3
14.0 – 18.0	4

Meal Period: Hourly/non-exempt employees are entitled to an unpaid, uninterrupted meal period for each eight-hour shift they work. This meal period must be at least 30 (thirty) minutes long and must begin within 4:59 hours (four hours, fifty-nine minutes) after the start of the shift. Employees **are** required to report each daily meal period on their weekly time records. Employees are prohibited from performing any work while on meal periods.

Employees whose timecards reflect that they (1) have not taken their meal period; or (2) have not taken their meal period within 4:59 hours from the start of their shift; and/or (3) have not taken at least a 30-minute meal period may be subject to disciplinary action.

Waiver of First Meal Period: Employees may waive their first meal period, provided that:

- The day's work will be completed with the first 5:59 hours (five hours, fifty-nine minutes);
- The employer and employee mutually consent, and the employee has a signed meal waiver on file with Kore1.

Employees who waive their meal period and then end up working more than 6 hours (5:59) may be subject to disciplinary action in accordance with the disciplinary process outlined above. Client shall be solely responsible for ensuring all meal and break periods are lawfully complied with and shall defend, indemnify, and hold KORE1 harmless for any violation of the same in accordance with Section C.3. of the Agreement.

Second Amendment to Kore 1 LLC Professional Services Agreement for IT Recruitment Services

Finance & Governance Committee

July 25, 2023

Gary Krumian, IT Department

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement 32300297 with Kore1 LLC to increase the value of the agreement from \$200,000 to \$500,000 through December 31, 2024, for information technology services.

- City and vendor entered into a recruitment agreement on March 1, 2023 for recruitment services of IT personnel
- Challenges remain in the recruitment and hiring of personnel throughout the nation and this is especially true for finding technology talent
- Vendor's services are required to aid the IT department in finding qualified personnel to fill urgently-needed vacant positions within the department to continue serving the needs of the City, its residents and its businesses
- This proposed Second Amendment will increase the value of the agreement to \$500,000 in order to allow the IT department to continue its recruitment efforts

- This amendment supports continued and uninterrupted use of the vendor's services in filling needed personnel
- Funds for this expenditure are budgeted in the IT department's FY 23-24 budget and no further appropriations are needed

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement 32300297 with Kore1 LLC to increase the value of the agreement from \$200,000 to \$500,000 through December 31,2024, for information technology services.



QUESTIONS



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: July 25, 2023

TO: Finance & Governance Committee

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Omnibus City Code Update. (15 minutes)

RECOMMENDATION

That the Finance & Governance Committee recommend that the City Council adopt an ordinance amending various sections of the Oxnard City Code to address changes in state law, correct errors, and update gender-neutral references.

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

BACKGROUND

On March 10, 1962, the Oxnard City Council adopted Ordinance No. 872, adopting the Oxnard City Code ("OCC"). Over the years, the OCC has been amended many times to address clerical errors and updates to legal citations. The ordinance before the Committee, proposes non-substantive changes to address changes in state law, corrects minor errors and updates gender-neutral references.

The proposed changes to the OCC include, but are not limited to, the following:

1. Updating the names of the City Council committees;
2. Clarifying that commissioners of the City's CAGs are appointed by the Mayor with the approval of the City Council;
3. Changing references from *Rosenberg's Rules of Order* to *Robert's Rules of Order*;
4. Updating the code to include changes in City employee titles (Chief Assistant City Attorney, Chief Financial Officer);
5. Updating gender-neutral language;
6. Modifying the number of days for which the City Council must reconsider a local emergency from 30 days to 60 days;
7. Updating state law references; and
8. Modifying chapter titles.

The City Attorney's Office intends to periodically update the OCC as needed.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Redline_Omnibus City Code Update Ordinance_ 7.17.23
2. Omnibus City Code Update F&G Presentation

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING VARIOUS SECTIONS OF THE OXNARD CITY CODE TO
ADDRESS CHANGES IN STATE LAW, CORRECT ERRORS, AND UPDATE
GENDER-NEUTRAL REFERENCES

WHEREAS, the Oxnard City Code (“OCC”) need to be reviewed and amended periodically to address changes in state law, and correct errors; and

WHEREAS, this omnibus code cleanup is not intended to be a comprehensive update to the OCC; and

WHEREAS, this omnibus code cleanup is meant to make relatively minor changes to maintain the OCC.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Section 1-20 of the Oxnard City Code is hereby amended to read as follows:

“The city council hereby declares that in order to ensure that the ~~citizens-residents~~ of the city are given an administrative review opportunity, the following hearing procedures, sections 1-21 through 1-25, are adopted which shall be complied with prior to termination of utility services by the city for nonpayment of bills by customers.”

Part 2. Section 2-1.1(A) of the Oxnard City Code is hereby amended to read as follows:

“(A) The following city council committees shall consist of three city council members per committee, appointed by the mayor and approved by at least four city councilmembers:

- (1) The finance and governance committee;
- (2) The public works and transportation committee;
- (3) ~~The public safety committee~~Community Services, Public Safety, Housing & Economic Development Committee.;”
- (4) ~~The housing and economic development committee; and~~
- ~~—(5) The community services committee.”~~

Part 3. Section 2-36(C) of the Oxnard City Code is hereby amended to read as follows:

“(C) A commissioner may be reappointed by the mayor, with the approval of the city council. However, no member of the commission may be appointed to serve more than two consecutive terms. This provision applies prospectively to all commissions. If a member serves less than half of a term, that member shall be eligible to serve two full consecutive terms thereafter.”

Part 4. Section 2-39(A) of the Oxnard City Code is hereby amended to read as follows:

“(A) Each commission shall follow ~~Rosenberg's Robert's~~ Rules of Order.”

Part 5. Section 2-96(A) of the Oxnard City Code is hereby amended to read as follows:

“(A) The commission shall consist of seven members ~~appointed by the city council~~. Members of the commission shall serve and may be removed and replaced at the pleasure of the city council. Members shall serve without compensation, shall reside in the city, and shall be at least 18 years of age.”

Part 6. Section 2-136 of the Oxnard City Code is hereby amended to read as follows:

(B) The terms used in subsection (A) shall be defined as follows:

(1) “City employee designated herein” shall mean any city officer or employee in any of the following classifications:

- (a) City council member;
- (b) City manager;
- (c) Assistant city manager;
- (d) Deputy city manager;
- (e) City attorney;
- (f) Assistant city attorney;
- ~~(g) Chief assistant city attorney;~~
- ~~(gh)~~ Deputy city attorney;
- ~~(hi)~~ Development services director;
- ~~(ij)~~ Community development director;
- ~~(jk)~~ City planner;
- ~~(kl)~~ Principal planner;
- ~~(lm)~~ Building official;
- ~~(mn)~~ Plan check engineer;
- ~~(no)~~ Supervising building inspector;
- ~~(op)~~ Code enforcement official;
- ~~(pq) Finance and management services director~~Chief Financial Officer;
- ~~(qr)~~ Housing director;
- ~~(rs)~~ Public works director.

Part 7. Section 2-177 of the Oxnard City Code is hereby amended to read as follows:

“The ~~director of finance~~chief financial officer shall file with the city clerk a bond covering the faithful performance of his/her duties, in the penal sum of not less than \$20,000. The bond shall conform to the provisions of Chapter 3, Division 4, Title 1 of the Cal. Gov't Code. The premium on the bond shall be paid by the city.”

Part 8. Section 2-180 of the Oxnard City Code is hereby amended to read as follows:

“After the end of each fiscal year, the ~~director of finance~~chief financial officer shall cause an audit of the city's financial reports for the previous fiscal year to be prepared promptly by a

certified public accountant. Within a reasonable time, the ~~director of finance~~chief financial officer shall present the audit to the city council at a public meeting.”

Part 9. Section 2-184 of the Oxnard City Code is hereby amended to read as follows:

“The ~~finance director~~chief financial officer shall prepare a written form of demand and proposed check for each approved invoice and claim. Supporting documents such as the purchase order, and invoice or claim for payment shall be attached thereto. Demands shall be individually audited by the ~~finance director~~chief financial officer or designee, who shall certify as to the accuracy of each demand and the availability of funds for payment thereof. Such demands may be in the form of check-warrants and when approved by all officers as required by this code, shall be delivered to the assistant city treasurer. The assistant city treasurer shall subscribe a direction to the depository of funds to pay the funds to the order of the payee, which action shall convert the warrant, or demand, to a bona fide check.”

Part 10. Section 2-186 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-186. APPROVAL OF WARRANTS BY DIRECTOR OF FINANCE; REGISTERED WARRANTS; PAYMENT OF BONDS AND COUPONS.

(A) All demands approved by the proper board, commission or officers shall be presented to the city's ~~finance director~~chief financial officer, who shall examine the same; and if the amount thereof is legally due and there remains on the books an unexhausted balance or an appropriation against which the same may be charged, the ~~finance director~~chief financial officer shall approve such demand and draw and sign the warrant on the city treasury therefor, payable out of the proper fund.

(B) (1) Objections of the ~~finance director~~chief financial officer to any demand may be overruled by the city council, and the ~~finance director~~chief financial officer shall thereupon draw the warrant as directed by the city council.

(2) Such warrants, when presented to the assistant city treasurer, shall be paid by the ~~finance director~~chief financial officer out of the fund therein designated if there be sufficient money in such fund for that purpose.

(3) A warrant not paid for lack of funds shall be registered, and all registered warrants shall be paid in the order of registration when funds are available therefor.

(C) The ~~finance director~~chief financial officer shall draw warrants for payment of municipal or other bonds payable out of funds in the treasury upon presentation and surrender of the proper bonds and coupons, without approval of any body or officer.”

Part 11. Section 2-180(B) of the Oxnard City Code is hereby amended to read as follows:

“(B) The department director or designee may authorize payment of a claim for refund of a fee or charge if ~~he/she~~the department director or designee determines that the fee or charge was overpaid or that the service, license or permit for which the fee or charge was paid was not received or used.”

Part 12. Section 2-212(A) of the Oxnard City Code is hereby amended to read as follows:

“(A) The city council hereby adopts Oxnard police department Policy Manual Section 708 (the “policy”) which shall govern the use of military equipment by the Oxnard police department. The policy may be amended by the police chief or ~~his/her~~ the police chief’s designee, subject to city council approval.”

Part 13. Section 2-224(B) of the Oxnard City Code is hereby amended to read as follows:

“(B) A description is meaningful if it is sufficiently clear and specific to alert a person of average intelligence and education whose interests are affected by the item that ~~he or she~~ the person may have reason to attend the meeting or seek more information on the item. The description should be brief, concise and written in plain, easily understood English.”

Part 14. Section 3-3(B) of the Oxnard City Code is hereby amended to read as follows:

“(B) The provisions of the competitive service system shall apply to all appointive officers and employees. Members of the noncompetitive service shall include all the elected officers, the city manager, assistant city manager, deputy city manager, the city attorney, chief assistant city attorney, assistant city attorney, deputy city attorney, department directors, all appointees on boards, commissions, and committees, all part-time employees, all employees paid on an hourly or per diem wage, and seasonal employees.”

Part 15. Section 3-36 of the Oxnard City Code is hereby amended to read as follows:

“The purpose of this article is to implement Cal. Gov’t Code, Sections 3500 *et seq.*, captioned ~~“Public Employee Organization”~~ “Local Public Employee Organizations”, by providing orderly procedures for the administration of employer-employee relations between the city and its employee organizations and for resolving disputes regarding wages, hours and other terms and conditions of employment.”

Part 16. Section 3-62 of the Oxnard City Code is hereby amended to read as follows:

“The purpose of this article is to implement Cal. Gov’t Code, Sections 3500 *et seq.*, captioned ~~“Public Employee Organization”~~ “Local Public Employee Organizations”, by providing orderly procedures for the administration of employer-employee relations between the city and its employee organizations, except the police and fire appropriate units, and for resolving disputes regarding wages, hours and other terms and conditions of employment of “clerical,” “blue collar” and “miscellaneous” employees.”

Part 17. Section 5-2(A)(4) of the Oxnard City Code is hereby amended to read as follows:

“(4) Threatening behavior by an animal toward any person that occurs in such circumstances as to cause such person reasonably to fear for ~~his/her~~ the person’s physical safety unless the person who, at the time of the animal’s threatening behavior, was either (a) provoking the animal, or (b) willfully trespassing or committing some other tort upon the premises occupied by the owner or keeper of the animal”

Part 18. Section 6-2(D) of the Oxnard City Code is hereby amended to read as follows:

“(D) EMERGENCY - Local emergency, state of emergency or state of war emergency, depending ~~of~~on the context.”

Part 19. Section 6-2(I) of the Oxnard City Code is hereby amended to read as follows:

“(I) LOCAL EMERGENCY - The actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the city caused by such conditions as air pollution, fire, flood, tsunami, storm, pandemic, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the warning by the governor of the State of an earthquake or volcanic eruption, an earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but not including conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the city, requiring the combined forces of other public agencies to combat.”

Part 20. Section 6-4 of the Oxnard City Code is hereby amended to read as follows:

“After a local emergency is proclaimed by the city council or the director, the city council shall review, at least every ~~30~~60 days until the local emergency is terminated, the need for continuing the local emergency and shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.”

Part 21. Section 6-8(A)(2) of the Oxnard City Code is hereby amended to follows:

“(2) Do any act forbidden by any rule, regulation, order or directive issued pursuant to this chapter, including violation of any curfew so established. However, an affirmative defense to violation of such a curfew shall be that the person charged was traveling to or from work or school, was un-housed~~homeless~~, or was seeking medical treatment.”

Part 22. Section 7-9(B) of the Oxnard City Code is hereby amended to follows:

“(B) The property owner shall first present evidence to justify ~~his or her~~the property owner's failure to comply with the notice to abate nuisance. Thereafter, a representative of the city may present evidence. The burden of proof to justify noncompliance with the notice to abate nuisance is on the property owner.”

Part 23. Section 7-72(E) of the Oxnard City Code is hereby amended to follows:

“(E) In the sidewalk abutting ~~his or her~~the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the city about the minor's presence;”

Part 24. Section 7-86(A) of the Oxnard City Code is hereby amended to follows:

“(A) It shall be unlawful for any person to ~~have in his or her possession~~ possess any adhesive sticker, etching tool, indelible marker, paint stick, or graffiti stick while in or upon any public facility, park, playground, swimming pool, beach, recreational facility, or other public building owned or operated by the city where signs forbidding such possession without valid authorization are displayed in a reasonable location or locations.”

Part 25. Section 11-45(B) of the Oxnard City Code is hereby amended to read as follows:

“(B) A person, institution, or organization exempted by section 11-9 from some of the requirements of this chapter is not exempt from the requirement to provide the collector with a current public health permit issued to the person, institution or organization by the county pursuant to Cal. Health and Safety Code, Section ~~113923~~ 114387. The permit shall be presented to the collector before the person, institution or organization engages in peddling food anywhere in the city.”

Part 26. Section 11-70.1(D) of the Oxnard City Code is hereby amended to read as follows:

“(D) A person whose request to submit an application without paying a fee or surcharge is denied by the alarm administrator may file with the alarm administrator a notice of appeal, stating the reasons why the applicant is entitled to file such application without paying the fee or surcharge. The notice of appeal shall be accompanied by the appeal fee set by resolution of the city council. The appeal procedure is provided in section 11-70.4, excluding subsection (D) thereof. Instead of the procedure provided in subsection 11-70.4(D), the appellant shall first present evidence, by written statement or otherwise, that ~~he or she~~ the applicant is entitled to exemption from the fee or surcharge, and the alarm administrator may then present evidence that the appellant is not entitled to exemption.”

Part 27. Section 11-381(A) of the Oxnard City Code is hereby amended to read as follows:

“(A) In addition to any other penalty authorized by law, a tobacco retailer permit may be suspended or revoked by the collector, after notice and an opportunity to be heard as set forth in chapter 1, article V of this code, for failure of the permittee, or any of the permittee’s agents or employees, to comply with applicable local, State, or federal rules, regulations, or laws concerning tobacco retailing, based on matters occurring after the permit is issued or on matters not considered at the time of issuance of the permit that would have authorized denial of the permit or the imposition of conditions on the permit.”

Part 28. The Title of Chapter 13 of the Oxnard City Code is hereby amended to read as follows:

“**CHAPTER 13: ~~TAXATION~~ ASSESSMENTS, FEES AND TAXES**”

Part 29. Section 14-106(J) of the Oxnard City Code is hereby amended to read as follows:

“(J) A responsible person may refuse consent to an inspection conducted by the code official. If consent is refused, the code official may seek an administrative ~~search~~-inspection warrant pursuant to Cal. Code of Civil Procedure, Sections 1822.50 *et seq.*”

Part 30. Section 16-10(A)(69) is hereby added to the Oxnard City Code to read as follows:

“(69) ~~HOTEL~~-HOSPITAL - A health facility having a duly constituted governing body with overall administrative and professional responsibility and having an organized medical staff which provides 24-hour inpatient care including one or more of the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, dietary services, or psychiatric care and treatment.”

Part 31. Section 15-11(B) of the Oxnard City Code is hereby amended to read as follows:

“(B) Neither a tentative parcel map nor parcel map shall be required in the situations described in Cal. Gov't Code, Section 66428, Subsection (a), Subdivisions (1) and (2); provided, however, that a parcel map shall be required in a situation described in Cal. Gov't Code, Section 66428, Subsection (a), Subdivision (2) ~~and-if~~ the decision-making body finds, based on facts in the record, that public policy necessitates a parcel map.”

Part 32. Section 15-267(D) of the Oxnard City Code is hereby amended to read as follows:

“(D) If any lot to be merged was not created in compliance with applicable laws and ordinances in effect at the time of the lot's creation, the application shall be heard by the commission, which may impose on the granting of the application whatever conditions the commission could impose on the issuance of a conditional certificate of compliance pursuant to Cal. Gov't Code, Section 66499.36 Subdivision (B) with respect to such illegally created lot. If one or more of the lots to be merged ~~is-is~~ nonconforming at the time of application, the application may be approved if the resulting parcel and all structures and parking spaces thereon comply with the general plan, with any applicable specific plan, and with the minimum area, width, frontage and yard requirements of the zone in which the parcel is located.”

Part 33. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 34. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 35. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on _____, 2023, and finally adopted on _____, 2023, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Omnibus City Code Update

Finance & Governance Committee

July 25, 2023

Jason Zaragoza, Deputy City Attorney

That the Finance & Governance Committee recommend that the City Council adopt an ordinance amending various sections of the Oxnard City Code to address changes in state law, correct errors, and update gender-neutral references

On March 10, 1962, the Oxnard City Council adopted Ordinance No. 872, adopting the Oxnard City Code ("OCC"). Over the years, the OCC has been amended many times to address clerical errors and updates to legal citations. The ordinance before the Committee, proposes non-substantive changes to address changes in state law, corrects minor errors and updates gender-neutral references.

The proposed changes to the OCC include, but are not limited to, the following:

- Updating the names of the City Council committees;
- Clarifying that commissioners of the City's CAGs are appointed by the Mayor with the approval of the City Council;
- Changing references from Rosenberg's Rules of Order to Robert's Rules of Order;
- Updating the code to include changes in City employee titles (Chief Assistant City Attorney, Chief Financial Officer);
- Updating gender-neutral language;
- Modifying the number of days for which the City Council must reconsider a local emergency from 30 days to 60 days;
- Updating state law references; and
- Modifying chapter titles.



QUESTIONS