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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
November 28, 2023
Regular Meeting - 8:30 to 10:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 811 5879 5543
3. Passcode: 299674

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

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

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

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 Public Works & Transportation Committee approve the minutes of the November 14, 2023, regular meeting as presented.
Contact: Dee Lai, (805) 385-8200

D. REPORTS

1. Public Works Department
SUBJECT: Agreement 32400196 with South Coast, LLC dba South Coast Emergency Vehicle Service for Maintenance, Inspection and Repair of Pierce Fire Apparatuses for the City's Fire Department. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with South Coast, LLC dba South Coast Emergency Vehicle Service for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $900,000 for the maintenance, inspection and repair of the City's Fire Department Pierce fire apparatuses on an on-call/as needed basis.

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

https://youtu.be/8LNW8EWyn0s
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Agreement 32400247 with Quest National Holdings dba Quest National Security for Security Guard Services at Various City Locations. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Quest National Holdings dba Quest National Security, for an initial term starting January 1, 2024, ending December 31, 2024, with the options to extend through December 31, 2028, and for a total contract not-to-exceed amount of $6,000,000 for security guard services at various City locations.

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/EGlo71a4-rI
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Blanket Purchase Order with Flo-Systems Inc. for a Wastewater Effluent Pump and Right Angle Gear and Future Supplies. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Flo-Systems Inc. in the amount of $400,000 for the purchase of pumps, angle gears and supplies for the Wastewater Division through June 30, 2024.

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/ughmh3DY8zI
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Agreement 32400250 with NBS Government Finance Group for Special District Administrative, Professional, and Technical Services. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the Agreement with NBS Government Finance Group for ongoing administrative, professional, and technical services for the Special Districts Division in the amount not to exceed $1,028,484 for the maximum five year term of the Agreement, with the initial agreement term of three years, ending December 31, 2027, after which the Agreement may be extended for two additional one-year terms with a fully extended final term ending on December 31, 2029.

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/xJCN_H6BNzk
Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: November 28, 2023

TO: Public Works and Transportation Committee

FROM: Dee Lai, Assistant City Clerk, (805) 385-8200, dee.lai@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the November 14, 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: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. 11 14 2023 PW Minutes

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
Regular Meeting
November 14, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:31 p.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Dee Lai, Assistant City Clerk called the roll and announced the posting of the agenda. Chair Perello, and Member Zaragoza, were present in person. Member Valenzuela Zavala was absent.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the October 24, 2023, regular meeting as presented.

No public comments were received.

It was moved by Chair Perello, seconded by Member Zaragoza, to approve the information/consent item as presented. VOTE: Zaragoza, and Perello voted in favor; the motion passed 2-0. Member Valenzuela Zavala was absent.

D. REPORTS

1. Public Works Department
   SUBJECT: Solid Waste (Refuse) Rates Discussion. (50 minutes)
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council provide comments and feedback on the goals, variable input, preliminary scenarios, and the process and timeline for solid waste rates.

At 9:59 p.m., the Public Works and Transportation Committee voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Chair Perello, seconded by Member Zaragoza, to approve the recommended action as presented. VOTE: Zaragoza, and Perello voted in favor; the motion passed 2-0. Member Valenzuela Zavala was absent.

Thierry Bouveri, Vice President of Raftelis, presented and was available to answer the committee's questions. Eric Zetz, Environmental Resources Manager, Javier Chagoyen-Lazaro, Interim Chief Financial Officer, and Michael Wolfe, Public Works Director, were also available to answer the committee's questions. No public comments were received. Discussion ensued among the committee and staff.

It was moved by Member Zaragoza, seconded by Chair Perello, to approve the recommended action as presented. VOTE: Zaragoza, and Perello voted in favor; the motion passed 2-0. Member Valenzuela Zavala was absent.

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 10:43 p.m.

_____ _____

DEE LAI
Assistant City Clerk

BERT E. PERELLO
Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: November 28, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32400196 with South Coast, LLC dba South Coast Emergency Vehicle Service for Maintenance, Inspection and Repair of Pierce Fire Apparatuses for the City's Fire Department. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with South Coast, LLC dba South Coast Emergency Vehicle Service for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $900,000 for the maintenance, inspection and repair of the City's Fire Department Pierce fire apparatuses on an on-call/as needed basis.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/8LNW8EWyn0s

BACKGROUND

The Fleet Services Division of the Public Works Department performs maintenance and repairs on the Fire Department's trucks and equipment. Fifteen of these are Pierce fire apparatuses. Although the Fleet Division performs the majority of the maintenance on these vehicles, Fleet Services requires a vendor to provide as-needed repairs and overflow maintenance to minimize downtime of these critical emergency vehicles.
The City of Oxnard Fire Department has standardized its emergency apparatus fleet with Pierce equipment. South Coast Emergency Vehicle Service, located in Ontario, CA, is the exclusive Pierce dealership for parts, service and support for the Southern California Region. Fleet Services has been using South Coast Emergency Vehicle Service for over 18 years. Any aerial certifications, major pump rebuilds or warranties are performed by authorized dealers; therefore, it is necessary to obtain warranty, repairs and OEM parts from South Coast Emergency Vehicle Service.

DISCUSSION

South Coast Emergency Vehicle Service is the only maintenance and repair shop in southern california authorized by Pierce. City Purchasing Policy allows for the City to enter into agreements with vendors without competitive bidding when there is only a single source available to provide the required products and/or services. Having access to the authorized repair shop with access to OEM parts ensures maintenance can be performed in an efficient manner and warranty services can be obtained.

The Fire Department operates 24 hours a day, seven days a week providing a full range of emergency and non-emergency services to the community. These fire apparatuses must be operable and ready to respond at a moment's notice to emergency situations.

The Pierce fire apparatuses are extremely complex with several mechanical, electrical, and hydraulic systems. In order to keep them in reliable condition, maintenance service must be completed as scheduled with minimal downtime. In order to keep up with the maintenance and repairs, Fleet Services at times will require some of these services and repairs to be performed by South Coast Emergency Vehicle Service under the direction of Fleet Services. Most of the services will be provided at South Coast Emergency Vehicle Service's facilities. However, there may be an occasion when minor services, warranties or recalls are performed by the vendor on City property.

South Coast Emergency Vehicle Service is located in Ontario, CA and meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes the vendor is capable of satisfactorily completing the services in this Agreement. Thus, staff recommends that the City Council award this Agreement to South Coast, LLC dba South Coast Emergency Vehicle Service.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with South Coast, LLC shall not exceed $900,000 through December 19, 2028, if extended. Funding will begin in Fiscal Year 2023-24 and there are sufficient funds in the Fleet Services Fund (741) in the City Council-approved FY 2023-24 operating budget. Subsequent fiscal year funding will be requested in the annual budget process.

Estimated Spending Plan for South Coast, LLC							
Account Number	**FY 2023-24 8 months**	**FY 2024-25 12 months**	**FY 2025-26 12 months**	**FY 2026-27 12 months**	**FY 2027-28 12 months**	**FY 2028-29 4 months**	**TOTAL**
7413750-55030	$35,000	$90,000	$90,000	$90,000	$90,000	$55,000	**$450,000**
7413750-52110	$35,000	$90,000	$90,000	$90,000	$90,000	$55,000	**$450,000**
TOTAL	**$70,000**	**$180,000**	**$180,000**	**$180,000**	**$180,000**	**$110,000**	**$900,000**

Prepared by: Brian Yanez, Assistant Public Works Director, Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Agreement 32400196

2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND SOUTH COAST, LLC

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of South Coast, LLC ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for the maintenance, inspection, and repair of Pierce fire apparatuses for the City's fire department.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

South Coast, LLC ("SERVICE PROVIDER"), a corporation of the State of California, located at 2020 Baker Avenue, Ontario, California 91761

3. TERM OF AGREEMENT: From: December 20, 2023 to: December 19, 2024

3.1 Time is of the essence in this Agreement.

3.2

The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $900,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-V
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Jose Arreola
Title: Fleet Services Manager
Phone: 805-385-8011
Email: jose.arreola@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Ave. Bldg. 2
Oxnard, California 93030

SERVICE PROVIDER Designated Representative:
Name: Matthew Szafranek
Title: General Manager
Phone: 909-930-2278
Email: mszafranek@southcostevs.net
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: **pwinvoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER 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.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement.

SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision,

and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its

legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED]

29. [RESERVED]

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a

reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER 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.

SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the

Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☑John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

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

APPROVED AS TO FORM:

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

SOUTH COAST, LLC

Matthew Szafranek, General Manager Date

L. Keith Mustain, President[3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and South Coast, LLC)

SCOPE OF SERVICES

CITY PROJECT MANAGER: Jose Arreola / 805-385-8011 / jose.arreola@oxnard.org

SERVICE PROVIDER shall provide parts, mechanical and electrical repairs, body repair, and painting, to Pierce Fire Apparatuses for warranty claims and/or repairs to the City of Oxnard equipment fleet on an as-needed basis. The work shall be performed at the proposer's shop unless otherwise agreed to in writing by the City of Oxnard.

Mechanical Inspections, Maintenance and Repair:

SERVICE PROVIDER must be able to provide the appropriate staffing resources, tools, parts, materials, supplies, and diagnostic equipment to perform maintenance, repair, inspections, and other services or certifications as needed.

Maintenance:

Includes but is not limited to: fluid and filter replacements, brake and belt replacements, and service to common mechanical and electrical systems. The activities are typically in accordance with the original equipment manufacturers recommended services.

Mechanical Repair: Includes but not limited to electrical system, cooling system, fuel system, HVAC and includes replacement of defective or failed parts, and modifications to equipment.

Inspections:

Includes completing all Federal and State required vehicle inspections and certifications for regulated and non-regulated vehicles. These include the annual DOT inspection and/or the 90-day State Basic Inspection of Terminals (BIT) Program, safety inspections subject and not subject to California Vehicle Code section 34500 VC,

Body Repair and Painting:

SERVICE PROVIDER shall provide body repair and painting services for the City's Pierce fire apparatuses, to include but not limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement including windshields, painting all or portions of equipment bodies, and other repair services. Bent parts are to be straightened and reinforced or replaced if necessary. In the event that vehicle decals are damaged, the proposer will install new decals to the repaired vehicle. Decal removal and installation

are to be included in the repair estimate.

General Shop Requirements:

SERVICE PROVIDER shop will meet the following minimum requirements:

a) Be able to perform complete mechanical and body repairs, as well as paint equipment.

b) Maintain a paint booth that is in legal compliance with all applicable laws.

c) Maintain a secure storage area for all City of Oxnard owned vehicles.

d) Possess a MIG and TIG welder or other electric spot-welding equipment for body welding including aluminum body repairs. The proposer shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The proposer is to replace, at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.

Estimate Process Requirements:

SERVICE PROVIDER will provide estimates for mechanical, body repair and painting on an as needed basis as requested by the City of Oxnard. Estimates will include:

a) Make, model and mileage of vehicle,

License plate number, VIN number and City of Oxnard unit number

b) Itemized list of description of work to be performed

c) Estimated number of labor hours of task

d) Itemized list of parts and paint materials costs

e) All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly

f) Total repair estimate is to include sales tax

g) Approximate schedule to complete the repairs after receiving a notice to proceed

h) If applicable, any recommendations for future repairs

i) All estimates shall be from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. Proposers shall

provide the name and version of the guide or software used

Prior to any repair, the SERVICE PROVIDER and City of Oxnard Fleet Service Writer or Fleet Supervisor will review the estimate and confirm that the estimate includes an accurate description of the vehicle condition. All repair estimates must be approved by the City of Oxnard in writing in advance of work being performed. Repair work will not start until a notice to proceed is received. Vendor shall assume full liability and responsibility for all equipment and contents (including radios, aftermarket lighting, and other standard or installed equipment) placed in its custody by the City of Oxnard under this contract.

Parts:

All parts used to provide repairs will be new Certified Original Equipment Manufacturer (OEM). Any and all incidental charges shall be included in the vendors hourly rate. Vendor shall furnish new unused O.E.M., remanufactured O.E.M., vehicle body parts, materials, and labor as required in accordance with the provisions and specifications contained herein. If OEM parts are not available or obsolete, notification to the City of Oxnard is required for approval.

Alignment:

SERVICE PROVIDER shall perform realignment of all equipment when needed. This shall be a thrust alignment for frame vehicles. A printout of the readings after the alignment will be included in each repair order. Vendor will ensure personnel or sub-contractor is qualified to perform alignment work.

Annual Aerial and pump certifications:

SERVICE PROVIDER shall perform annual aerial and/or pump certifications according to NFPA 1911 specifications. Vendor will ensure personnel or sub-contractor is qualified to perform certifications.

Frame Work:

SERVICE PROVIDER shall perform frame straightening of all equipment when needed. Vendor will ensure personnel or sub-contractor is qualified to perform all framework.

Major Repairs:

If metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

Painting Process Requirements:

The paint process will consist of the following in the order listed, utilizing the latest state-of-the-art painting and paint matching systems, mixing tools, California compliant water-based or solvent-based paints, and clear coats and spraying tools:

- Primer
- Base Coat
- Clear Coat

Warranty:

All parts and supplies provided shall be warranted for a minimum period of twelve (12) months or twelve thousand (12,000) miles, or for any manufacturer warranty period, whichever is greater. Warranted parts shall be replaced with new parts. All warranty information will be made available to the City of Oxnard. Unsatisfactory repairs include but are not limited to, paint swirls, fish eye blemishes, mismatched paint color, buffer burns, as well as any other defects and/or imperfections in bodywork or paint finish.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and South Coast, LLC)

SCHEDULE OF COMPENSATION

LABOR RATE	DISCOUNT
$170	10% discount off vendor list price for parts

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and South Coast, LLC)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-V

INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS
(WHO REPAIR, INSTALL OR MAINTAIN VEHICLES AND EQUIPMENTS IN VENDORS/CONTRACTORS CARE, CUSTODY AND CONTROL)

City of Oxnard's Fleet Services Department cannot process any transactions until the following insurance documents have been submitted.

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

a. Commercial General Liability Insurance, including Contractual Liability in an amount not less than $1,000,000 Occurrence/$2,000,000 Aggregate for bodily injury and property damage for each claimant for General Liability with coverage equivalent to Insurance Services Office Garage Insurance Coverage form. Contractor is required to provide Additional Insured Endorsement naming City of Oxnard as additional insured.

b. Business Automobile Liability Insurance in an amount of $1,000,000 combined single limit for bodily injury and property damage which may arise from or in connection with the performance of services hereunder by Vendor/Contractor, its agents, representatives, employees or subcontractors. Contractor is required to provide Additional Insured Endorsement naming City of Oxnard as additional insured.

c. When City vehicles are in the care, custody and control of the Contractor, Garagekeepers Legal Liability in an amount not less than $1,000,000 per claimant must be provided.

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

1. Contractor shall, prior to performance of any services, file with the Risk Manager, certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-T. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better. Contractor is responsible to provide immediate notification to Risk Manager in the event coverage is suspended, voided, canceled or reduced in coverage.

3. Contractor agrees that the Commercial General Liability Insurance and Garagekeepers Legal Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of

Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **Required forms for Commercial General Liability Insurance and Garagekeepers Legal Liability Endorsements are ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037, or equivalent.**

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

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

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

10/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-V.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPL

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	LIABILITY LIMITS IN THOUSANDS $ AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

CLAIMS:
Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
_____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: (____) _____ Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: (___) _____ Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and South Coast, LLC)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and South Coast, LLC)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program.

Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the

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

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

Agreement 32400196 with South Coast Emergency Vehicle Service for Maintenance, Inspection and Repair of Pierce Fire Apparatuses for the City's Fire Department

Public Works and Transportation Committee
November 28, 2023

Jose Arreola
Fleet Services Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with South Coast, LLC dba South Coast Emergency Vehicle Service for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of $900,000 for the maintenance, inspection and repair of the City's Fire Department Pierce fire apparatuses on an on-call/as needed basis.

BACKGROUND

- The Fleet Services Division of the Public Works Department performs maintenance and repairs on the Fire Department trucks and equipment.

- Fifteen of these are Pierce fire apparatuses.

- Although the Fleet Division performs the majority of the maintenance on these vehicles, Fleet Services requires a vendor to provide as-needed repairs and overflow maintenance to minimize downtime of these critical emergency vehicles.

- The City of Oxnard Fire Department has standardized its emergency apparatus fleet with Pierce equipment.

BACKGROUND

- South Coast Emergency Vehicle Service, located in Ontario, CA, is the exclusive Pierce dealership for parts, service and support for the Southern California Region.

- Fleet Services has been using South Coast Emergency Vehicle Service for over 18 years.

- Any aerial certifications, major pump rebuilds or warranties are performed by authorized dealers; therefore, it is necessary to obtain warranty, repairs and OEM parts from South Coast Emergency Vehicle Service.

DISCUSSION

- South Coast Emergency Vehicle Service is the only maintenance and repair shop in Southern California authorized by Pierce.

- City Purchasing Policy allows for the City to enter into agreements with vendors without competitive bidding when there is only a single source available to provide the required products and/or services.

- Having access to the authorized repair shop with access to OEM parts ensures maintenance can be performed in an efficient manner and warranty services can be obtained.

DISCUSSION

- The Fire Department operates 24 hours a day, seven days a week providing a full range of emergency and non-emergency services to the community.

- These fire apparatuses must be operable and ready to respond at a moments notice to emergency situations.

- The Pierce fire apparatuses are extremely complex with several mechanical, electrical, and hydraulic systems.

- In order to keep them in reliable condition, maintenance service must be completed as scheduled with minimal downtime.

DISCUSSION

- In order to keep up with the maintenance and repairs, Fleet Services at times will require these services and repairs to be performed by South Coast Emergency Vehicle Service under the direction of Fleet Services.

- Most of the services will be provided at South Coast Emergency Vehicle Services' facilities.

- There may be an occasion when minor services, warranties or recalls are performed by the vendor on City property.

DISCUSSION

- South Coast Emergency Vehicle Service is located in Ontario, CA and meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

FINANCIAL IMPACT

- The total cost for this agreement with South Coast, LLC shall not exceed $900,000 through December 19, 2028, if extended.

- Funding will begin in Fiscal Year 2023-24 and there are sufficient funds in the Fleet Services Fund (741) in the City Council approved FY 2023-24 operating budget.

- Subsequent fiscal year funding will be requested in the annual budget process.

CITY OF OXNARD CALIFORNIA

Questions?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: November 28, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32400247 with Quest National Holdings dba Quest National Security for Security Guard Services at Various City Locations. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Quest National Holdings dba Quest National Security, for an initial term starting January 1, 2024, ending December 31, 2024, with the options to extend through December 31, 2028, and for a total contract not-to-exceed amount of $6,000,000 for security guard services at various City locations.

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/EGlo71a4-rI

BACKGROUND

The Public Works Department is responsible for the operation of the City's Oxnard Transportation Center (OTC), Water Campus, Oxnard Wastewater Treatment Plant (OWTP) and Headworks Facility, Advanced Water Purification Facility (AWPF), and the Del Norte Regional Recycling and Transfer Station (Del Norte). These facilities are located in the City of Oxnard and provide essential public utility services to the residents of Oxnard and the west Ventura County region.

These City facilities require security services to act as a first deterrent for unwanted activity to ensure the safety of personnel, protect property, customers, and the general public; and guard against vandalism. The City has used security services for City facilities over the past fifteen years.
Table 1 provides the location and property size for each facility.

TABLE 1

CITY FACILITY	LOCATION	LOT SIZE (approximate ACREAGE)
Oxnard Transportation Center	201 East Fourth Street	8
Water Campus	251 South Hayes Avenue	4.9
OWTP &	6001 Perkins Road/	30

Headworks Facility	5741 Perkins Road	
AWPF	5700 Perkins Road	4.7
Del Norte	111 Del Norte Boulevard	16

DISCUSSION

This agreement with Quest includes armed and unarmed security services. The Water Campus is the only facility that utilizes armed security services due to critical infrastructure and high transient activity in the area. As a reminder, in April 2023, staff brought forward and Council approved a "stop-gap" agreement with Dial because the contracted security vendor at the time had performance issues. While Quest's proposed rates are less than Dial's, they are approximately 32% higher than the previous vendor's rates.

This agreement keeps the same level of service for each of these essential facilities. Since Quest's rates are higher than the previous vendor's rates, future FY budget requests to cover security services will reflect those increases in the respective funds (e.g. Water, Wastewater, Special Funds, etc). For the remainder of FY 2023-24, increases in security costs will be absorbed by the existing operating budgets already approved by Council for the last 6-months (January through June 2024).

The Water Division will be utilizing Armed security officers and all other locations will utilize Essential and Advanced unarmed security officers. The Advanced (supervisor/lead) security officer is required by Quest when more than one security officer are working at the same time. Table 2 and Table 3 provide rates for services that include all costs necessary for each facility including equipment and vehicles that will be utilized at the City's locations.

TABLE 2

SCHEDULE	**HOURLY RATE**	
Unarmed Security Officer	**Essential (entry-level)**	**Advanced (lead)**
Weekday (Mon-Fri) and Weekend (Sat-Sun)	$33.77	$34.50
Armed Security Officer	**Premium (armed)**	
Weekday (Mon-Fri) and Weekend (Sat-Sun)	$38.75	

TABLE 3

ADDITIONAL EQUIPMENT	**MONTHLY RATE**
Bicycle - Provided upon request at no cost	$0.00
Golf Cart - Includes gas/electrical, mileage, insurance, maintenance and equipment	$850.00
Dedicated Patrol Vehicle: Option 2: Includes insurance, maintenance, and equipment. Gas and mileage charged per mile	$1,350.00 plus $0.66 per mile

Based on the needs and size of the facilities, security guards and equipment will be assigned accordingly.

On August 16, 2023, a request for proposal (RFP) PW 24-12 was released. Proposals from 10 different security firms were submitted. Bidders hourly rates ranged from $24.75 to $85.22 per hour for unarmed guard services and $29.00 to $95.00 for armed guard services. As part of the solicitation process, proposals were evaluated by the Environmental Resources Manager, Wastewater Administrative Analyst, and the Water Regulatory Compliance Coordinator. Staff evaluated all proposals based on the qualifications, experience, history with similar size clients, references, cost, and overall completeness of the proposal. After reviewing all proposals, the City has selected Quest to provide security services.

Staff has confirmed that Quest meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily providing the necessary services.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The total cost for this Agreement with Quest shall not exceed $6,000,000 through December 31, 2028, if extended. Services will commence January 1, 2024. Sufficient funds are available in the respective funds for FY 2023-24 for January through June 30, 2024. Funding for future years will be included in the proposed operating budgets for the City Council's consideration.

The following table shows the estimated spending plan for all divisions which also includes any potential increases after the initial term.

DIVISION	ACCOUNT	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	TOTAL
		6 Months	12 Months	12 Months	12 Months	12 Months	6 Months	
OTC	90403201-53200	$220,000	$445,000	$465,000	$490,000	$510,000	$265,000	$2,395,000
Water Campus	6083607-53200	$135,000	$270,000	$285,000	$300,000	$315,000	$165,000	$1,470,000
OWTP	6113614-53200	$60,000	$125,000	$130,000	$140,000	$145,000	$75,000	$675,000
AWPF	6013605-53200	$35,000	$65,000	$70,000	$70,000	$75,000	$40,000	$355,000
Del Norte	6313630/6383639-53200	$100,000	$205,000	$215,000	$225,000	$235,000	$125,000	$1,105,000
Total		**$550,000**	**$1,110,000**	**$1,165,000**	**$1,225,000**	**$1,280,000**	**$670,000**	**$6,000,000**

For Finance Use Only: Transportation Development Act Fund (Org. 90403201 Obj. 53200), Water Operating Fund (Org. 6013605 Obj. 53200), Wastewater Operating Fund (Org. 6113614 Obj. 53200), Water Security & Contamination Prevention Fund (Org. 6083607 Obj. 53200), ER Fund (Org. 6313630 Obj. 53200), ER Security & Contamination Prevention Fund (Org. 6383639 Obj. 53200)

Prepared by: Brian Yanez, Assistant Public Works Director, Omar Castro, Water Division Manager, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement 32400247
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Quest National Holdings DBA Quest National Security ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for day and night time security guard services and armed security guard services for multiple locations for the City of Oxnard. SERVICE PROVIDER will patrol the Oxnard Transportation Center, Water Campus, Oxnard Wastewater Treatment Plant, Headworks Facility, Advanced Water Purification Facility, and the Del Norte Regional Recycling and Transfer Station as further described in the scope of services set forth herein.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Quest National Holdings DBA Quest National Security ("SERVICE PROVIDER"), a corporation of the State of California, located at 6320 Topanga Canyon Boulevard Suite 1630-116, Woodland Hills, CA 91367

3. TERM OF AGREEMENT: From: January 1, 2024 To: December 31, 2024

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in

accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $6,000,000.00

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Brian Yanez	Name: Victoria Perez
Title: Assistant Public Works Director	Title: President
Phone: (805) 200-5412	Phone: 858-442-7577
Email: brian.yanez@oxnard.org	Email: vperez@questnationalsecurity.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 4.5 % from the prior year.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: **invoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER 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.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5)

years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY

all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of

any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the

termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition,

installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any SERVICE PROVIDER that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the SERVICE PROVIDER is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A SERVICE PROVIDER is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the SERVICE PROVIDER engages in investment activities in Iran. SERVICE PROVIDER must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F**.**

29. [RESERVED]

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted,

SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER 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. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated

Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD		**QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY**	
☐John C. Zaragoza, Mayor[1]	Date	Victoria Perez, President	Date
☐Jennifer Yates, [2] Purchasing Manager			
		Yoav Raikel, Vice President[3]	Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY)

SCOPE OF SERVICES

CITY PROJECT MANAGER: Brian Yanez/ (805) 200-5412 / brian.yanez@oxnard.org

The security services will include, but not be limited to, patrols that include visual inspections (facilities, on site-vehicles, security cameras, etc.) and physical inspections (gates, doors, etc.) to ensure secure status, make contact with individuals on property after hours to determine reason for access to the facility, and notifying designated City staff of any unauthorized activities and Police or Fire Department in case of an emergency. City security specifications and hours will vary depending on the location but the general expectations are:

1. SERVICE PROVIDER shall be able to perform a combination of roving, foot, and car patrol that are either armed or unarmed across the service areas requested.
2. SERVICE PROVIDER must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. SERVICE PROVIDER employees assigned to this project may be required to submit a Live Scan and criminal history check.
5. The SERVICE PROVIDER is responsible for the scheduling of the employees for the service locations requested below. The City will not pay the vendor for any over-times hours. In the event the CITY requires additional hours or extended hours, these requests might result in overtime billed at 1.5X times (time and a half) the agreed upon rate.
6. SERVICE PROVIDER employs all security officer personnel and shall be responsible for the payment of all wages, appropriate expenses, employer's contribution to social security taxes, workers comp, benefits, Medicare taxes, federal unemployment taxes, state unemployment taxes, state employment training taxes, state disability insurance and any other taxes imposed on, or required for payment by a PPO licensed employer in the State of California.
7. All security officers shall be under the direction and control of SERVICE PROVIDER. SERVICE PROVIDER shall have the right to assign such security officers as it sees fit in order to provide the necessary services, unless otherwise mutually agreed upon by the parties in writing. SECURITY PROVIDER may change security officers at will.

8. Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary including but not limited to; employee wages, benefits, required supplies, travel to and from locations, and patrol vehicles if necessary.
9. Each security guard and supervisor assigned to this project must be able to speak, read, and write in English.
10. All SERVICE PROVIDERS' personnel shall wear readily recognizable uniforms and display a company issued photo identification while on City property.
11. SECURITY PROVIDER shall provide its security officers with all necessary uniforms, badges and equipment. Non-standard uniforms or equipment required by CITY will be provided as agreed upon and at a cost as mutually agreed upon in writing.
12. If patrol cars are needed, they need to be kept clean and in working condition and display company logo.

CITY OBSERVED HOLIDAYS

The SERVICE PROVIDER will work with the City to ensure adequate security services during City observed holidays. Holiday billing rate is time and a half (1.5X).

The City observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

City facilities close early on:

- Christmas Eve
- New Year's Eve

REPORTING

1. A daily post log should be kept on premises at each location. These daily logs should keep record of exceptional events and observations and be digitally sent to the designated City representative at the end of each shift. Electronic reports should be available upon request.

2. SERVICE PROVIDER shall notify the Police or Fire Department in the event of an emergency and contact the designated City representative after contacting the police.

LOCATION SCOPE OF SERVICES

OXNARD TRANSPORTATION CENTER (OTC):

The parameters for the private patrol operation (PPO) are as follows:

SITE PATROL SCHEDULE FOR PPO– OXNARD TRANSPORTATION CENTER (OTC)

SERVICE PROVIDER shall provide unarmed security services for the City of Oxnard Transportation Center (OTC), located at 201 East Fourth Street:

Background Information

The Oxnard Transit Center (OTC) is a two-story, 13,000 square feet brick motif building that opened in 1986. The total facility area is slightly over five acres, and includes parking lots, bus and rail loading facilities, and landscaped areas. During business hours, the Patrol security officers staffing operations at the OTC are Monday - Friday from 5:00 a.m. to 10:30 p.m., and Saturday and Sunday from 6:00 a.m. to 10:30 p.m. After business hours, the Patrol security officers staffing operations at the OTC are Monday - Friday from 10:30 p.m. to 5:00 a.m., and Saturday and Sunday from 10:30 p.m. to 6:00 a.m. The OTC is a multi-model transportation facility and is open every day of the year (365 days per year), including City holidays. Security cameras and an indoor concierge desk provide a central location for security officers and high visibility for the patrons, employees, and business owners. The City has closed circuit television surveillance cameras inside and outside the building, with a central station at the concierge desk where the security guards are stationed. Most of the cameras have pan-tilt- zoom features.

Service Description

SERVICE PROVIDER will provide patrol unarmed security services to the OTC located at 201 East Fourth Street and its associated public parking lots on Meta Street, East Fourth Street, and 273 East Fifth Street. The selected SERVICE PROVIDER is expected to serve as the City's main customer contact for visitors to the Oxnard Transit Center during business hours.
The City does not have an on-site property manager so the lead on-site security guard will serve as a liaison to notify City staff of issues about property management that require repairs to the premises. The main concentration of patrol time during open hours is located in and around the OTC, its surrounding parking lots and train and bus loading platforms. Attachment 1- Aerial Map for OTC is a map of the facility. This facility will require a patrol vehicle.

Service During Operational Hours

1. One (1) uniformed patrol person on site from 5:00 a.m. to 10:30 p.m., Monday – Friday. Saturday and Sunday from 6:00 a.m. to 10:30 p.m.

Two (2) uniformed patrol persons on site during peak hours of operation from 9:00 a.m. to 6:00 p.m. Monday – Friday. Saturday and Sunday from 9:00 a.m. to 5:00 p.m.

One (1) uniformed patrol person on site for after hours from 10:30 p.m. to 5:00 a.m. Monday - Sunday.

- **Monday through Friday**
  - **5:00 a.m. to 9:00 a.m. one (1) uniform patrol person**
  - **9:00 a.m. to 6:00 p.m. two (2) uniform patrol persons**
  - **6:00 p.m. to 10:30 p.m. one (1) uniform patrol person**

- **Saturday through Sunday**
  - **6:00 a.m. to 9:00 a.m. one (1) uniform patrol person**
  - **9:00 a.m. to 5:00 p.m. two (2) uniform patrol persons**
  - **5:00 p.m. to 10:30 p.m. one (1) uniform patrol person**

- **Monday through Sunday**
  - **10:30 p.m. to 5:00 a.m. one (1) uniform patrol person**

2. Patrols will take place periodically by a variety of means. Patrols may occur by vehicles, bicycle, foot, video surveillance, and a combination thereof.

3. It is up to the SERVICE PROVIDER to schedule their employees according to the hours above. The City will not pay the SERVICE PROVIDER for any over-time hours under any conditions.

Patrol Person Responsibilities

Assigned Patrol Person Will:

1. Patrol assigned areas as required. The assigned areas include:
   i. bus platforms
   ii. train platforms
   iii. lobby and kiosks areas
   iv. restrooms
   v. waiting areas
   vi. public areas within and outside the building
   vii. both long-term and short-term parking lots
   viii. EV charging stations
2. Report abandoned vandalized and/or unregistered vehicles to Oxnard Police.
3. Discourage loitering on the premises including all landscaped areas.
4. Observe and report any illegal or hazardous activities and/or items to law enforcement immediately. The OTC manager is to be notified of the disposition of the law enforcement response as soon as possible.

5. Provide information as directed to employees, the public, and visitors of the OTC.
6. Determine loss, damage, or misuse of the property.
7. Open and close the OTC, utilizing the alarm systems.
8. Regularly survey the security and safety status of the OTC area and report findings.
9. Assist in the evacuation of OTC area patrons and employees as necessary.
10. Monitor activity occurring within the OTC and on the OTC property.
11. Investigate any suspicious activity and notify law enforcement when appropriate.
12. Assist fire department, medical services, and police agencies as necessary.
13. Maintain and update the security procedures manual, commonly known as "Post Orders."
14. Maintain a professional appearance at all times.
15. Provide a daily log noting exceptional events and observations. Including a weekly log of the names of the guards and the times they worked.
16. Operate the closed circuit television system and maintain its records as required by the City's records retention policies.
17. Locate persons who are disturbing patrons or engaging in illegal activities at the OTC. Advise those who are impeding normal operations or engaging in illegal activities at the OTC to leave the property.
18. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing.
19. Provide one copy of any subpoena for records to the City of Oxnard Office of the City Attorney, 305 West Third Street, East Wing, First Floor, Oxnard, CA 93030 within 48 hours of receiving a subpoena. Provide notice to the property manager of any subpoena for records within 48 hours of receiving a subpoena.
20. Serve as a liaison to notify City staff of issues about property management that require repairs to the premises.

WATER CAMPUS

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – **WATER CAMPUS**

SERVICE PROVIDER shall provide security services to the City of Oxnard's Water Campus located at 251 South Hayes Avenue.

Security Patrols

SERVICE PROVIDER security patrols will include visual inspections of the Water Campus and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. SERVICE PROVIDER shall perform regular visual inspection of parking lots, Meter Shop, Distribution Shop, container storage, Administration Building, Multi-Purpose Facility, Reverse Osmosis Plant, and the surrounding area of the Water

Campus. SERVICE PROVIDER shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

After-Hours Security Service

- **Monday through Friday (13 hours)**
  - **12:00 a.m. – 7:00 a.m.**
  - **6:00 p.m. – 11:59 p.m.**
- **Saturday (24 hours)**
  - **12:00 a.m. – 11:59 p.m.**
- **Sunday and Holidays (24 hours)**
  - **12:00 a.m. – 11:59 p.m.**

SERVICE PROVIDER shall provide armed security services and vehicle to the entire Water Campus, to include physical monitoring of the facility and monitoring of security cameras, vehicles, and equipment.
SERVICE PROVIDER shall notify designated City staff of any unauthorized activities and police in the event of an emergency. This facility will require a patrol vehicle. Attachment 2 - Aerial Map of the Water Campus.

Vendor Responsibilities

1. SERVICE PROVIDER shall maintain a daily post log noting exceptional events and observations and provide copies to the City.
2. SERVICE PROVIDER must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
5. SERVICE PROVIDER employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.

OXNARD WASTEWATER TREATMENT PLANT (OWTP), HEADWORKS FACILITY AND ADVANCED WATER PURIFICATION FACILITY (AWPF):

Location: **6001 Perkins Rd (OWTP)**
5741 Perkins Rd (Headworks)
5700 Perkins Rd (AWPF)
Patrol: **Roving Vehicle**
Days: **Monday - Sunday**
Hours: **6:00 PM - 6:00 AM**

Armed: **No**
Reports: **Daily**
Check in: **Upon arrival & Before Departure**

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – **WASTEWATER TREATMENT PLANT (OWTP), HEADWORKS FACILITY, AND ADVANCED WATER PURIFICATION FACILITY (AWPF):**

SERVICE PROVIDER shall provide one unarmed uniformed security guard during after-hours to provide roving security patrols at the Wastewater Treatment Plant (OWTP) located at 6001 Perkins Road, Headworks Facility located at 5741 Perkins Road, Oxnard, California 93033 and the Advanced Water Purification Facility located at located at 5700 Perkins Road. SERVICE PROVIDER security patrols shall include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. SERVICE PROVIDER will make contact with individuals on property after hours to determine reason for access to the facility. SERVICE PROVIDER shall alert the Police and Fire Departments should additional assistance be required.

Security Patrols – OWTP, Headworks Facility & AWPF

SERVICE PROVIDER shall provide roving security patrol of the OWTP, Headworks facility and AWPF throughout the duration of the hours noted below. Security Patrols shall ensure all facilities are secure through physical inspection of facility gates and building doors. Primary responsibility is to ensure that all persons on any of the three (3) sites are duly authorized. Security personnel shall make contact with any unknown individuals on the sites to determine proper authorization and purpose for access to the facility. All areas within the fence line shall be monitored on a continuous basis for unauthorized intruders. Security personnel will not be required to enter buildings. Only one (1) vehicle will be required for both facilities. Attachment 3 and 4- Aerial Map for OWTP and Aerial Map for AWPF are maps for the facilities.

After- Hours Security Service – OWTP, Headworks Facility and AWPF

1. SERVICE PROVIDER shall immediately notify Wastewater staff and City of Oxnard Police of any unauthorized activities or emergencies.
2. The OWTP is staffed continuously, 24 hours per day, 365 days per year. Therefore, security personnel shall check in with OWTP staff upon arrival at the facility and check out at the end of each shift. Daily logs shall be submitted at the end of every shift.
3. The City will provide the security person with a communication device, list of personnel on site, site access controls, restroom facilities and any other relevant information at the start of each day.

4. The OWTP, Headworks and AWPF are working facilities with tanks, pumps, and other potentially dangerous equipment. SERVICE PROVIDER is not to enter any building, tank or other facility without prior written authorization or escort from City staff.

Del Norte Regional Recycling and Transfer Station:

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – **DEL NORTE REGIONAL RECYCLING AND TRANSFER STATION**

SERVICE PROVIDER shall provide one unarmed uniformed security guard and bicycle during after-hours to provide security patrols and to monitor surveillance cameras at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) located at 111 Del Norte Boulevard, Oxnard, California 93030.

SERVICE PROVIDER security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. SERVICE PROVIDER shall alert the Police and Fire Departments should additional assistance be required.

Security Patrols - Del Norte Facility

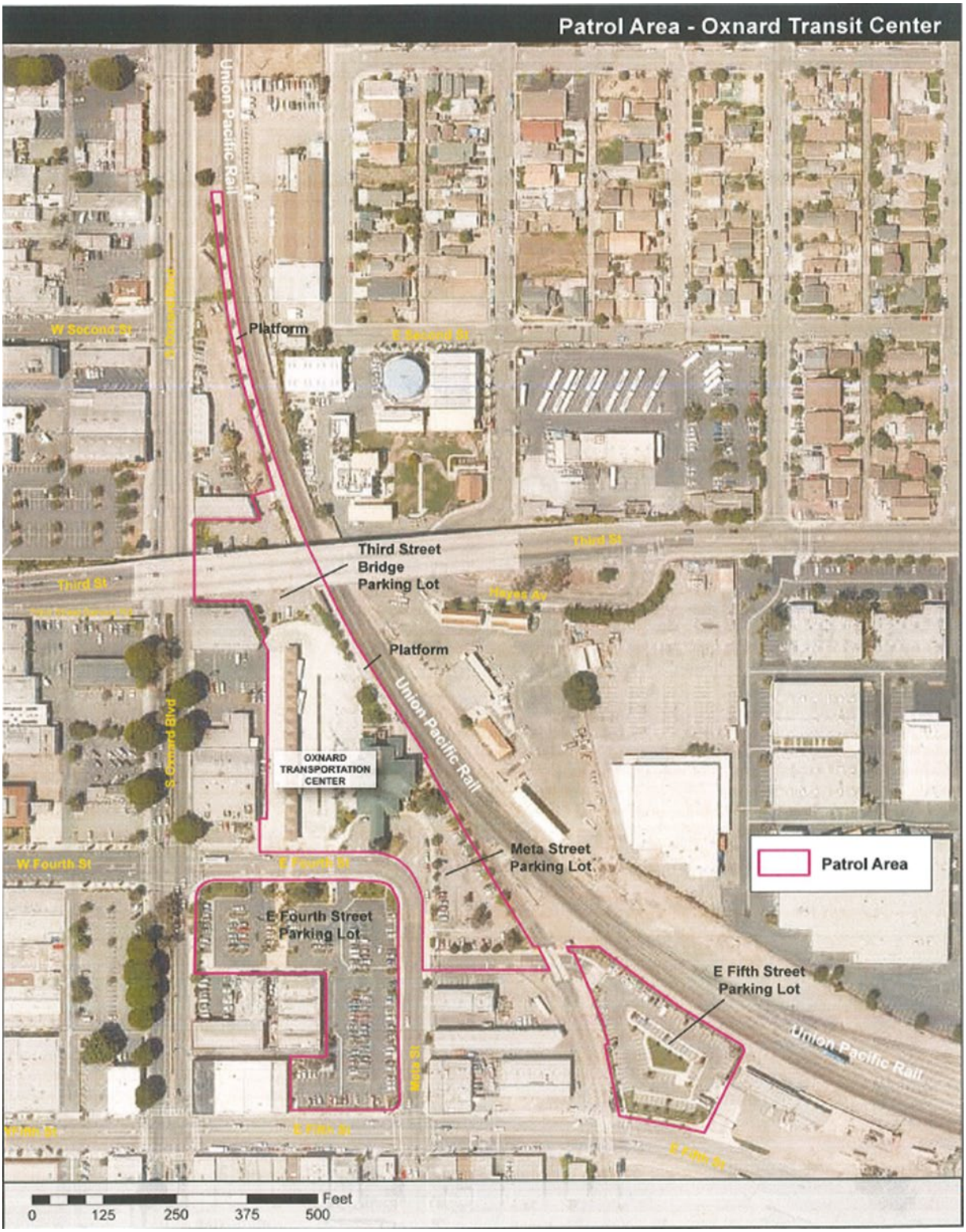
SERVICE PROVIDER shall provide control of after-hours access and make regular physical inspections of the site, patrols of the parking lots and the staging areas for recyclable material, equipment and supplies; regularly enter the facility to inspect piles of solid waste, recyclables and green waste for signs of spontaneous combustion and to contact emergency services as needed; secure all building doors and gate entrances, and monitoring of video security cameras. This facility will require foot patrol. Attachment 5 - Aerial Map for Del Norte is a map of the facility.

After-Hours Security Service at the Del Norte Facility

- **Monday through Friday (12.5 hours)**
  - **12:00 a.m. – 5:00 a.m.**
  - **4:30 p.m. – 11:59 p.m.**
- **Saturday (17 hours)**
  - **12:00 a.m. – 5:00 a.m.**
  - **12:00 p.m. – 11:59 p.m.**
- **Sunday and Holidays (24 hours)**
  - **12:00 a.m. – 11:59 p.m.**
  -

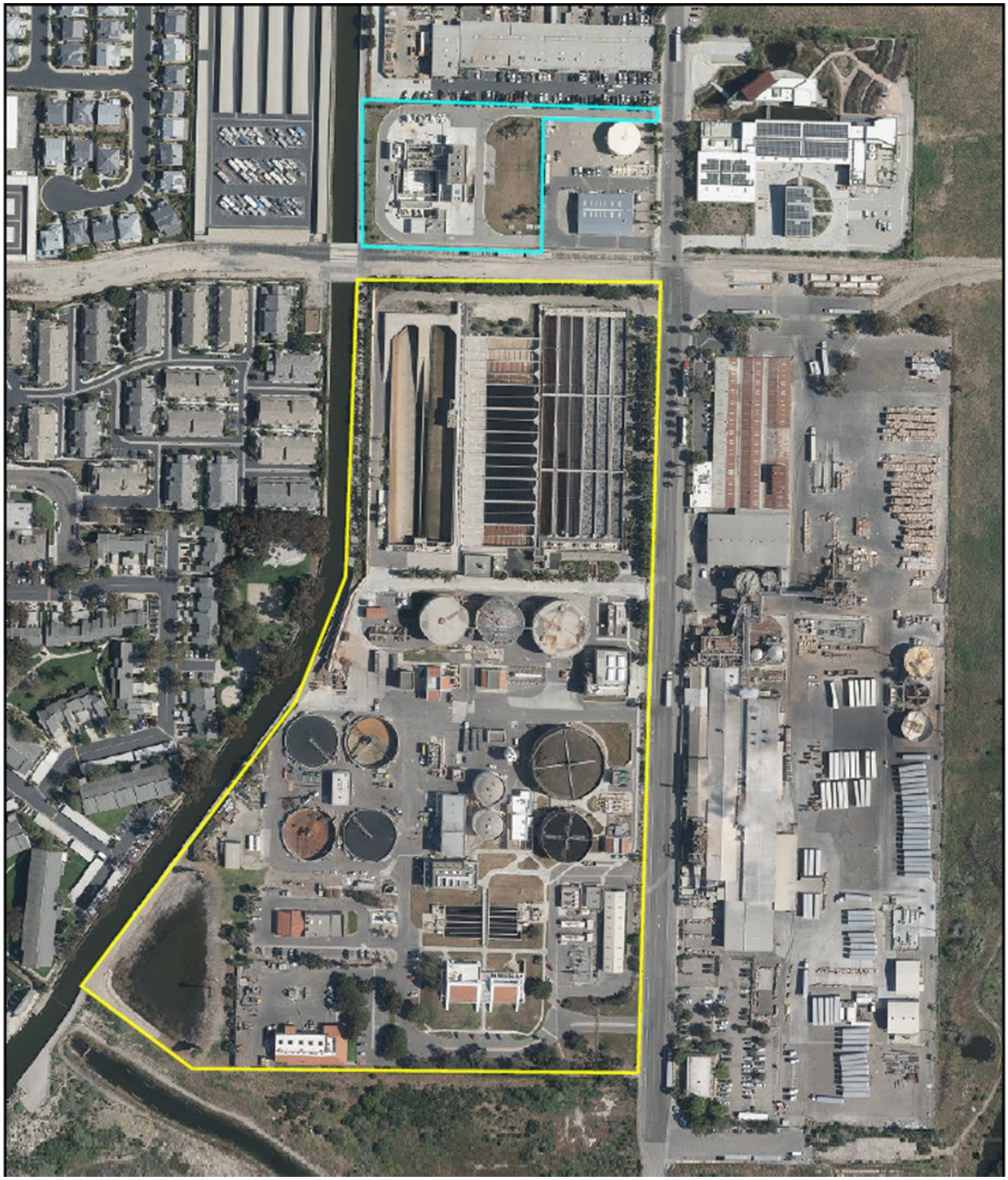
SERVICE PROVIDER shall notify designated City staff of any unauthorized activities and the Police or Fire Departments in the event of an emergency.

Attachment 1- Aerial Map of OTC



Attachment 2-Aerial Map for Water Campus

Attachment 3-Aerial Map for OWTP & Headworks Facility



Attachment 4- Aerial Map for AWPF

Attachment 5- Aerial Map for Del Norte Regional Recycling and Transfer Station

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY)

SCHEDULE OF COMPENSATION

Post	Location name	Location address	# of guards/ vehicles	Days	Check in	Check out	Total hours	OT	Regular hourly rate	OT hourly rate	Holidays per year	Workdays per year
Unarmed	OTC	201 East Fourth Street	1	Mon-Fri	5:00:00	9:00:00	4.00	0	$33.77	$50.66	6	255
			1	Sat-Sun	6:00:00	9:00:00	3.00	0	$33.77	$50.66	0	104
			1	Mon-Fri	9:00:00	18:00:00	9.00	0	$33.77	$50.66	6	255
			1	Sat-Sun	9:00:00	17:00:00	8.00	0	$33.77	$50.66	0	104
			1	Mon-Fri	9:00:00	18:00:00	9.00	0	$34.50	$51.75	6	255
			1	Sat-Sun	9:00:00	17:00:00	8.00	0	$34.50	$51.75	0	104
			1	Mon-Fri	18:00:00	22:30:00	4.50	0	$33.77	$50.66	6	255
			1	Sat-Sun	17:00:00	22:30:00	5.50	0	$33.77	$50.66	0	104
			1	Mon-Fri	22:30:00	5:00:00	6.50	0	$33.77	$50.66	6	255
			1	Sat-Sun	22:30:00	6:00:00	7.50	0	$33.77	$50.66	0	104
Armed After-Hours Security Service	Water Campus	251 South Hayes Avenue	1	Mon-Fri	0:00:00	7:00:00	7.00	0	$38.75	$58.13	6	255
			1	Mon-Fri	18:00:00	23:59:00	6.00	0	$38.75	$58.13	6	255
			1	Sat	0:00:00	23:59:00	24.00	0	$38.75	$58.13	0	52
			1	Sun and Holidays	0:00:00	23:59:00	24.00	0	$38.75	$58.13	0	52
Unarmed Patrol: Roving Vehicle	OWTP Headworks AWPF	6001 Perkins Rd 5741 Perkins Rd 5700 Perkins Rd	1	Mon-Sun	18:00:00	6:00:00	12.00	0	$33.77	$50.66	6	359
Unarmed foot patrol After-Hours Security Service	Del Norte Regional Recycling and Transfer Station	111 Del Norte Boulevard	1	Mon-Fri	0:00:00	5:00:00	5.00	0	$33.77	$50.66	6	255
			1	Mon-Fri	16:30:00	23:59:00	7.50	0	$33.77	$50.66	6	255
			1	Sat	0:00:00	5:00:00	5.00	0	$33.77	$50.66	0	52
			1	Sat	12:00:00	23:59:00	12.00	0	$33.77	$50.66	0	52
			1	Sun and Holidays	0:00:00	23:59:00	24.00	0	$33.77	$50.66	0	52

Additional Rates and services as follows:

SCHEDULE	HOURLY RATE		
Unarmed Security Officer	**Essential**	**Advanced**	**Premium**
Weekday (Mon-Fri) and Weekend (Sat-Sun)	$33.77	$34.50	$36.25
Armed Security Officer	**Essential**	**Advanced**	**Premium**
Weekday (Mon-Fri) and Weekend (Sat-Sun)	$35.50	$37.50	$39.75
Security Supervisor			
Weekday (Mon-Fri) and Weekend (Sat-Sun)	$38.25		

ADDITIONAL EQUIPMENT	MONTHLY RATE
Bicycle - Provided upon request at no cost	$0.00
Golf Cart - Include gas/electrical, mileage, insurance, maintenance and equipment	$850.00
Dedicated Patrol vehicle - Option 1: Include gas, mileage, insurance, maintenance, and equipment OR Option 2: Include insurance, maintenance, and equipment	$1,750.00 OR $1,350.00 plus $0.66/mile

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[See next pages]

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

10/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

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

Telephone:
NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

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

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

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

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

Indianapolis, Indiana 462500-4299 US	I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ *(original signature required)* Telephone: (____) _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

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

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

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

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

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER	
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	**AUTHORIZED REPRESENTATIVE** ❒ Broker/Agent ❒ Underwriter ❒ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ *(original signature required)* Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and QUEST NATIONAL HOLDINGS DBA QUEST NATIONAL SECURITY)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions

and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

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

EXHIBIT F

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of _____

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of_ in the State of _____

Agreement 32400247 with Quest National Holdings dba Quest National Security for Security Guard Services at Various City Locations

Public Works and Transportation Committee
November 28, 2023

City Council
December 5, 2023

Brian Yanez
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Quest National Holdings dba Quest National Security, for an initial term starting January 1, 2024, ending December 31, 2024, with the option to extend through December 31, 2028, and for a total contract not-to-exceed amount of $6,000,000 for security guard services at various City locations.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Quest National Holdings dba Quest National Security, for an initial term starting January 1, 2024, ending December 31, 2024, with the option to extend through December 31, 2028, and for a total contract not-to-exceed amount of $6,000,000 for security guard services at various City locations.

The City's Public Works Department (Public Works) is responsible for the operation of the following facilities:

CITY FACILITY	LOCATION	LOT SIZE (approximate ACREAGE)
Oxnard Transportation Center OTC	201 East Fourth Street	8
Water Campus	251 South Hayes Avenue	4.9
OWTP & Headworks Facility	6001 Perkins Road/ 5741 Perkins Road	30
AWPF	5700 Perkins Road	4.7
Del Norte	111 Del Norte Boulevard	16

All of the City facilities:

- Are all located in the City limits and provide essential public services
- Require security guard services to ensure the safety of personnel, protect property, customers and the general public
- Have been utilizing private security guard services for City facilities over the past 15 years

August 16, 2023: City issued a Request for Proposal (RFP) to solicit security patrol services due August 31, 2023

- RFB was posted on www.publicpurchase.com
- City received 10 proposals and all were reviewed and evaluated by Public Works staff
- Quest National Holdings (Quest) was selected through the awarding process

Quest hourly labor rates:

SCHEDULE	HOURLY RATE	
Unarmed Security Officer	**Essential (entry-level)**	**Advanced (lead)**
Weekday (Mon-Fri) and Weekend (Sat-Sun)	$33.77	$34.50
Armed Security Officer	**Premium (armed)**	
Weekday (Mon-Fri) and Weekend (Sat-Sun)	$38.75	

Water Division will be utilizing Armed security officers and all other locations will utilizing Essential and Advanced unarmed security officers

Quest additional equipment rates:

ADDITIONAL EQUIPMENT	MONTHLY RATE
Bicycle: provided upon request at no cost	$0.00
Golf Cart: Includes gas/electrical, mileage, insurance, maintenance and equipment	$850.00
Dedicated Patrol Vehicle: Option 2: Includes insurance, maintenance, and equipment. Gas and mileage charged per mile	$1,350 plus $0.66 per mile

Based on the needs and size of the facilities, security guards and equipment will be assigned accordingly

Staff has confirmed that Quest meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily providing the necessary services.

FINANCIAL IMPACT

- Total value of agreement with Quest National Security shall not exceed $6,000,000 over a possible term of five years and commences January 1, 2024
- Agreement allows four additional one-year extensions for an ultimate term date of December 31, 2028
- Sufficient funds are available in FY 2023-24 Budget for services from January 1, 2024 through June 30, 2024 for each location
- Costs for the next fiscal year will be requested during the annual budgeting process

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: November 28, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Blanket Purchase Order with Flo-Systems Inc. for a Wastewater Effluent Pump and Right Angle Gear and Future Supplies. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Flo-Systems Inc. in the amount of $400,000 for the purchase of pumps, angle gears and supplies for the Wastewater Division through June 30, 2024.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ughmh3DY8zI

BACKGROUND

The Wastewater Division treats approximately 17 million gallons of wastewater every day. As part of the process, treated wastewater is pumped into our ocean outfall using a primary pump, commonly referred to as "Big Red", with a pumping capacity of 20 million gallons per day. Big Red pumps over 98% of all treated wastewater that is permitted to be discharged into the ocean and generally runs 24 hours per day. Big Red is over 40 years old, well past its useful life and has no redundant back-up. The maintenance requirements continue to increase every year, putting the wastewater plant at risk of a spill or permit violation if Big Red experiences a catastrophic failure. We currently do not have a spare and must rely on our original effluent pumps which are inefficient and unreliable.

DISCUSSION

The Wastewater Division recommends purchasing a spare effluent pump and right-angle gear. The spare pump and right angle gear have been specifically designed to fit within the existing effluent pumping infrastructure. Having a spare pump will ensure continued reliable flow should the existing pump experience a catastrophic failure. Additionally, having a pre-authorized authority not to exceed $400,000 with Flo-Systems through the end of the 2023-2024 fiscal year will ensure the Wastewater Division can procure Flo-Systems pumps, equipment, and replacement components in a timely manner should an unexpected pump failure occur.

Flo-Systems, Inc. (Flo-Systems) is the single authorized distributor of Cascade brand pumps in the Southern California region. The lead time for this purchase is 10-12 weeks upon Flo-System's receipt of a City Purchase Order.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this Blanket Purchase Order with Flo-Systems shall not exceed $400,000 for supplies through June 30, 2024. Sufficient appropriations are included in the Council-approved Adopted FY 2023-24 Wastewater operating budget for these parts/supplies.

For Finance Use Only: Wastewater Operating Fund (Org. 6113615 Obj. 56040 & 52110)

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Flo-Systems Quote
2. Presentation

FLO-SYSTEMS, INC.

18872 Macarthur Blvd Suite 310 Irvine CA 92612 | 714-202-8101 | www.flo-systems.net

October 10, 2023
Proposal: 090122JS Rev 1
Reference: Oxnard WWTP Mixed Flow Pump

Attn: Miguel Diaz

Flo-Systems is pleased to propose to you the supply of the following equipment:

**Subject to manufacturer's detailed scope of supply and specifications provided by customer. Comments and clarifications below.

Rated for Conditions of Service: 17,361gpm @ 30'tdh
Replacement for Aurora Pump CQ

Qty.	Description
(1)	Cascade Pump 24MF mixed flow, 1-stage, 30" O.D. below base discharge, water flush lubrication, dynamically balanced bronze impeller, bronze bowl liner, 416 sst lineshaft & threaded lineshaft couplings, sst grease line to suction bowl bushing, discharge with Victaulic ring style 22 type A, sst bolting, coal tar epoxy paint, seismic calcs, non-witness performance test, 890 rpm, 82% bowl efficiency, 169 BHP, 12'-7 ½" from baseplate to bottom of suction bell, weight ~ 5,800 lbs. Non-witness factory performance test
(1)	Right Angle Gear Drive (RAGD: De'Ran, model M16AH, 2:1 ratio, figure 1 rotation, VSS, with sprag non-reverse ratch, weight ~520 lbs

Lump sum price for above: $181,921.62 (plus applicable tax)
Estimated Sales Tax 9.25% $16,827.75

Total: $198,749.37

Note: Pump also available with grease packed lubrication, drawing attached. Note any dimensional differences prior to order. Seal water flush assembly by others

*Estimated submittal lead time: 10-12 weeks after receipt of order.
Estimated production lead time after approval and release to production 24-26 weeks.
Revision includes 1.5% discount if complete proposal ordered prior to November 1, 2023

INCLUDED:

1. Freight to the jobsite. (**FOB factory** - freight allowed to the first destination).
2. Start-Up Service, Training & Field Tests - We provide the services of one Flo- Systems' technician. Water, materials, special instruments, etc., by others. Field tests are limited to our providing guidance and presence while the field tests are performed by others. Training is limited to guidance in utilizing the manufacturers operations and maintenance manuals. Additional service is available for an additional cost.
3. Shop drawings and maintenance manuals.

NOT INCLUDED:

1. Sales Tax.
2. Anchor bolts & jacking screws.
3. Gauges - warning signs.
4. Valves, piping, pipe supports, companion flanges.
5. Electrical control panel
6. Controls of any kind including: variable speed drives, control panels, starters, valves, or gauges
7. Any accessories or services not specifically mentioned in our proposal.
8. Travel and entertainment expenses for the Owner and/or Engineer and/or Third party inspector relating to witness testing or other factory visits/inspections
9. Guide pipe

This proposal reflects prices based solely upon Flo-Systems' Terms and Conditions attached. This proposal does not include the potential additional costs for bonding, accepting contractors terms and conditions, retentions, etc.

Thank you for the opportunity to submit this proposal.

Very truly yours,
Flo-Systems, Inc.

Jessica Soltanieh
jessicas@flo-systems.net
714-202-8101
Flo-Systems, Inc

QUOTE CQ1025 REV-1

CASCADE PUMP COMPANY
MANUFACTURERS OF AXIAL &
MIXED FLOW PUMPING EQUIPMENT

10107 SOUTH NORWALK BOULEVARD, PO BOX 2767
SANTA FE SPRINGS, CA 90670-0767
P:562.946.1414 F:562.941.3730

Flo-Systems

ATTENTION:
JESSICA SOLTANIEH

SUBJECT:
OXNARD WTP EFFLUENT PUMP
AURORA REPLACEMENT
CASCADE QUOTATION NO. CQ1025 REV-1

SCOPE OF SUPPLY

Rated Condition: 17,361 GPM at 30' feet total dynamic head.

Pump: 24MF mixed flow, 1-stage, 30" O.D. below base, plain-end discharge, water flush lubrication, 890 RPM, 82% bowl efficiency, 169 brake horsepower, 12'-7 ½" from baseplate to bottom of suction bell, weight ≈ 5,800 lbs.

For use with existing Amarillo 5450 RAGD with 2:1 Ratio

Pump prices include engineering drawings, O&M Manuals, flanged coupling for driver, dynamically balanced bronze impeller, bronze bowl liner, 416 stainless steel lineshaft, 416 stainless steel threaded lineshaft couplings, stainless steel grease line to suction bowl bushing, discharge with Victaulic ring style 22 type A, stainless steel bolting, coal tar epoxy paint, lifting lugs, and coupling guards, Price also includes non-witnessed performance test of job bowl assembly with test lab motor and elbow. Testing will be conducted in accordance with H.I. 14.6, grade 1U. All other design features and materials are of Cascade standard construction.

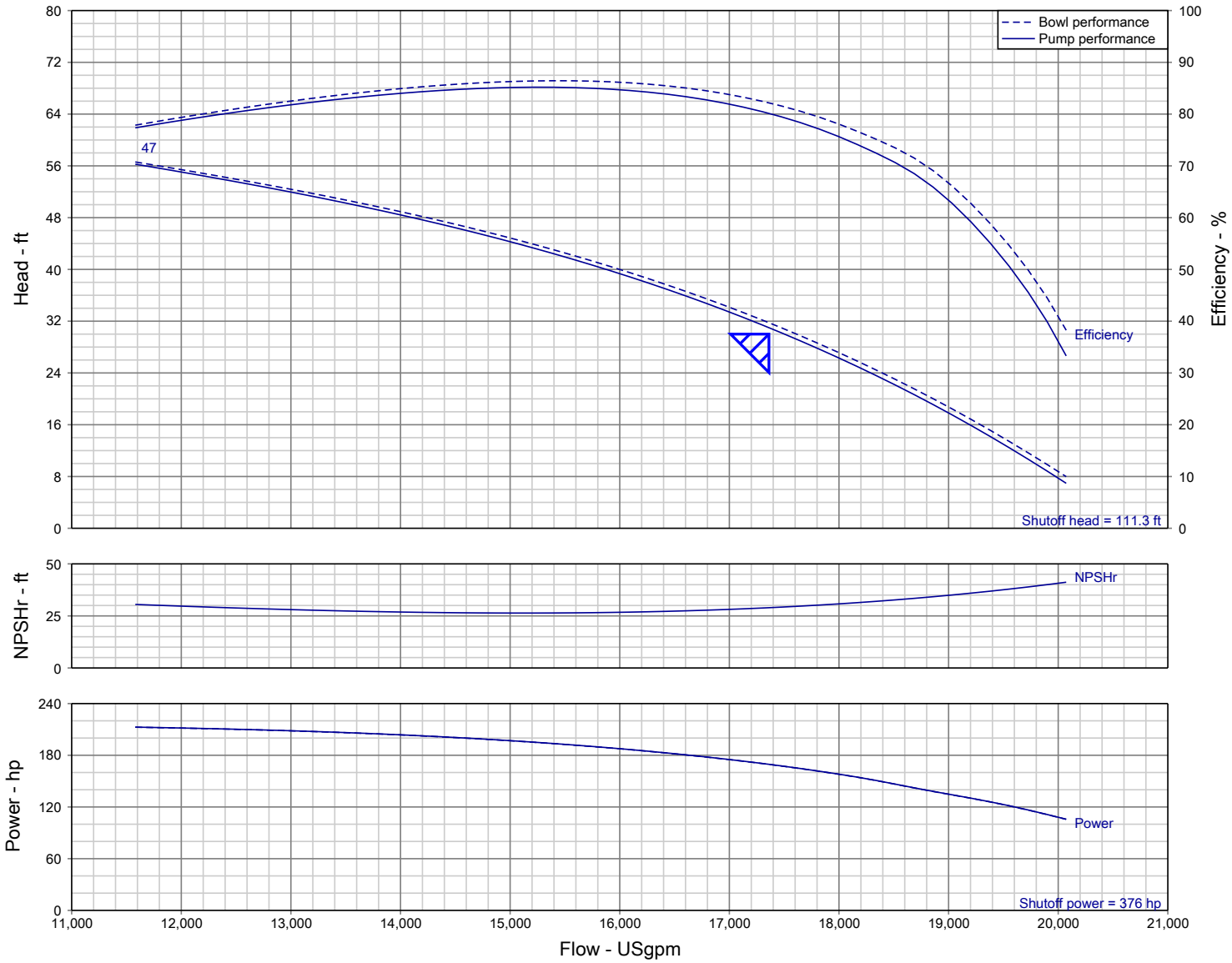
Pump and Bowl Performance Curve

CASCADE PUMP COMPANY

Customer : FLO-SYSTEMS, INC.
Customer Reference :
Job Name : Oxnard WTP Effluent Pump (Aurora replacement)

Pump Model : 24MF_XA4_A_RPM890
Quote/Serial No. : CQ1025

Pump and bowl (dashed) performance.

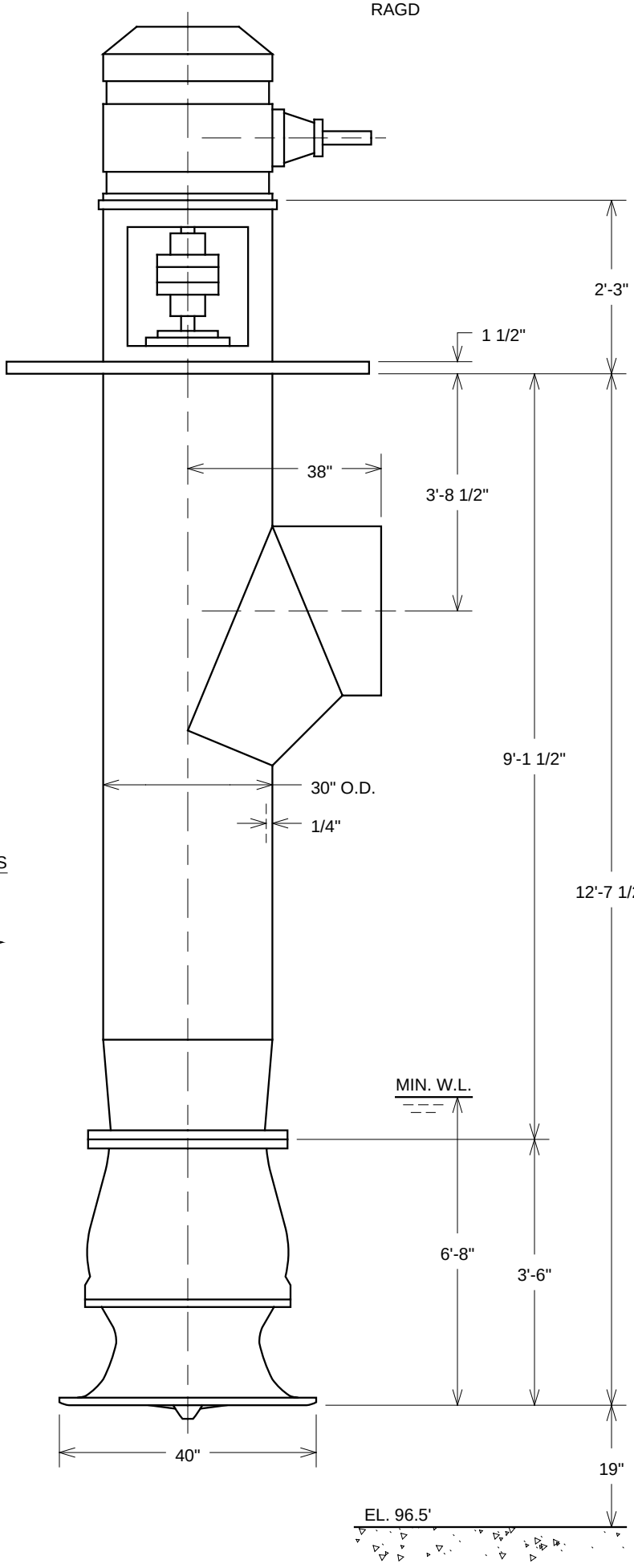


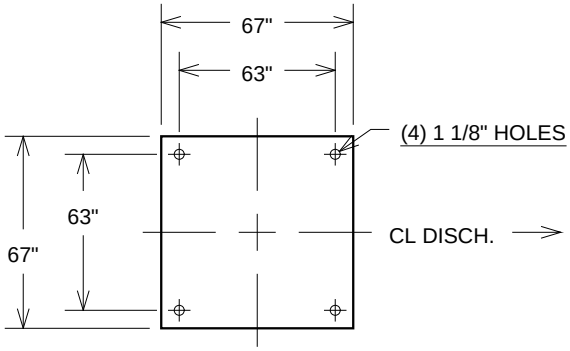
Curves show approximately the characteristics when pumping clear non-aerated water. No guarantee is made except for the rated point.

Quantity	: 1	Stages	: 1
Flow, rated	: 17,361.0 USgpm	Speed, rated	: 890 rpm
Differential head / pressure, rated / TDH	: 30.00 ft	Efficiency (bowl / pump)	: 82.17 / 80.14 %
Fluid density, rated / max	: 1.000 / 1.000 SG	Power, rated	: 169 hp
Date		NPSH required	: 28.94 ft
Item Number	: A		
Application	:		

RAGD

Water Flushed Lubrication





BASE PLATE DETAIL

Customer Name: FLO-SYSTEMS

Job Name: OXNARD WTP EFFLUENT PUMP (AURORA REPLACEMENT)

CASCADE PUMP COMPANY

SANTA FE SPRINGS, CALIFORNIA

#24MF Mixed Flow Pump

30" O.D. Discharge

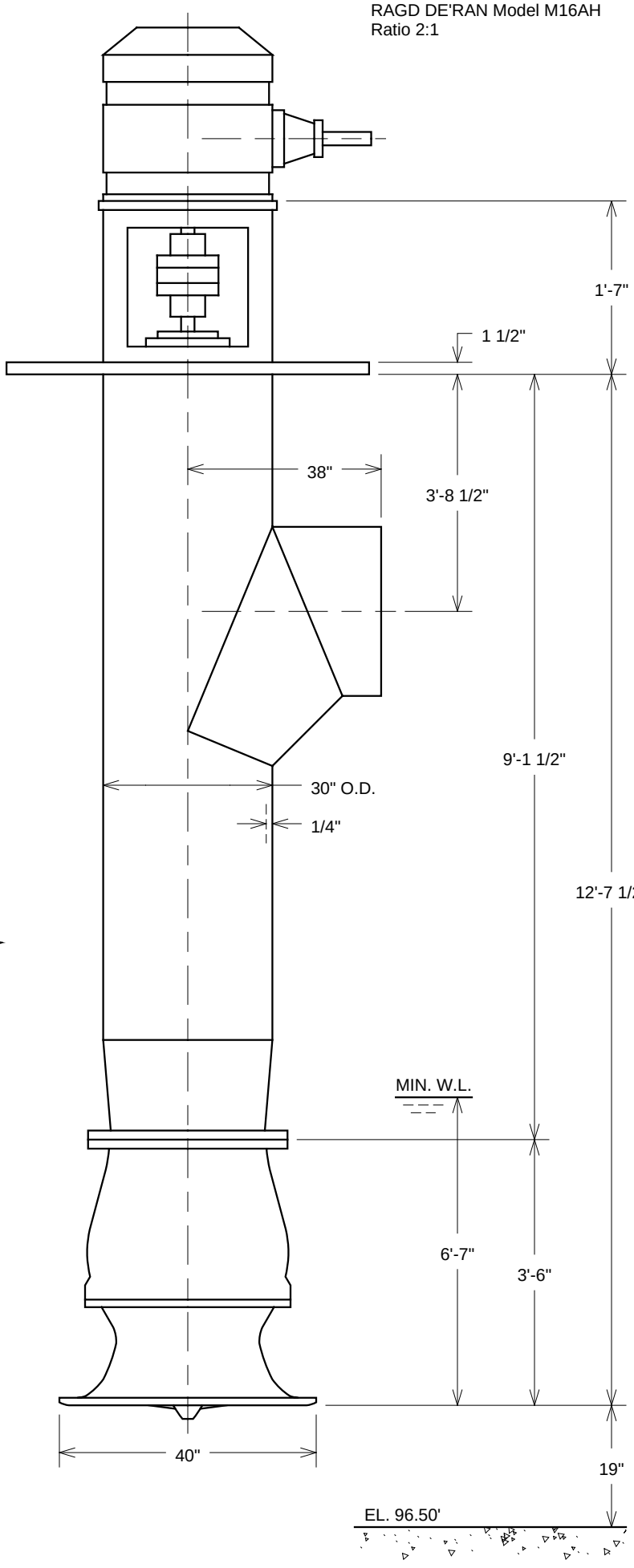
DRAWN	DATE	SCALE	CHECKED
DMT	09/28/21	NONE	

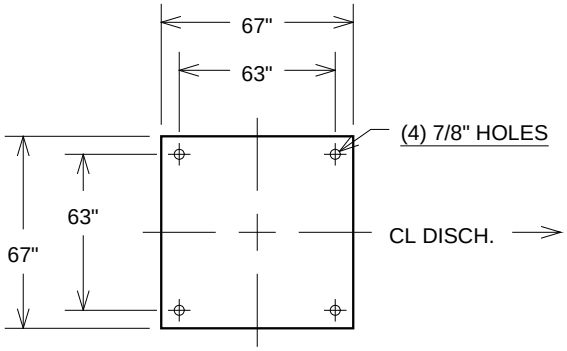
CQ1025-A

RAGD DE'RAN Model M16AH
Ratio 2:1

Pump also also available in grease packed lubrication see attached

Grease Packed Lubrication





BASE PLATE DETAIL

Customer Name: FLO-SYSTEMS
Job Name: OXNARD WWTP
"BIG RED" PUMP REPLACEMENT

CASCADE PUMP COMPANY
SANTA FE SPRINGS, CALIFORNIA

#24MF Mixed Flow Pump
30" O.D. Discharge

DRAWN	DATE	SCALE	CHECKED
DMT	08/31/22	NONE	

CQ1542-A

18872 Macarthur Blvd. Suite 310, Irvine CA 92612

Flo-systems.net | (714)202-8101 | F: (714)627-4936 | sales@flo-systems.net

TERMS OF SALE

1. ACCEPTANCE. These terms govern the purchase and sale of equipment, contractors services, etc, referred to in SELLER'S proposal or acknowledgement. Acceptance by SELLER, such offer or acceptance is conditioned on BUYER'S assent to these terms. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing. Where our Principal (manufacturer) reserves the right to accept the purchase order and invoice BUYER directly, our principals' terms and conditions shall apply if same is included with the proposal.

2. PAYMENT. Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may ship on a "when ready" basis and partial invoice for the equipment that has shipped. Partial invoices are bound by the same terms as those invoices submitted upon complete shipment of equipment. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.

3. RETENTIONS not previously approved in writing by SELLER are not permitted.

4. BACK CHARGES accepted only upon written approval by SELLER.

5. DELIVERY. SELLER shall not be liable for delays in delivery due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control. If shipment is delayed due to BUYER or by government action, payment becomes due when the factory is ready to make shipment and storage charges, if any, become the BUYERS responsibility.

6. RESPONSIBILITY. SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSE OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.

7. WARRANTY. For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. Warranty does not cover removal and installation of equipment. **8. TAXES.** Prices are exclusive of all taxes, federal, state local of any kind or nature.

9. TRANSPORTATION. Unless otherwise set forth herein, prices are F.O.B. our factories. The consignee must report all claims for damages in transit to the carrier.

10. COMPLIANCE WITH LAWS. BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.

11. INDEMNIFICATION. It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYER'S responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by SELLER'S sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim. SELLER'S liability is limited to the coverage offered and paid by the SELLERS insurance policies.

12. TITLE & LIEN RIGHTS. After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.

13. MISCELLANEOUS. Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLER'S prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision

Standard submittals 10 to 12 weeks after receipt of acceptable Purchase Order.

Pump shipment is to 24-26 weeks after drawing approval and release to production.

Manufacture lead-time is estimated and is subject to availability of materials.

General Comments:

- Anchor bolts, installation, field testing, start-up, controls, Victaulic cplg, lubricants, etc. not included.
- Delivery terms are F.O.B. Shipping Point. Freight charges are not included.

Terms of Payment: Normal payment terms are net 30 days of invoice. Invoices are dated as of the date of shipment or notice of completion of manufacture if shipment is delayed at Purchaser's request. Purchaser's request shall be any cause whatsoever not reasonably within control of the Seller. If completion of manufacture is delayed at Purchaser's request, Seller may invoice according to percentage of completion. Storage of equipment shall be at Purchaser's risk and expense. We reserve the right to make partial shipments of equipment and pro rata invoice for that equipment as shipments are made. Retention of a percentage of the contract sale amount is prohibited unless agreed to in writing prior to our acceptance of contract. Credit worthiness of the purchaser will be determined upon receipt of contract. Credit terms, if authorized, are subject to change during the life of the contract if the financial condition of the Purchaser changes.

Sales and Similar Taxes: Unless otherwise stated in this quotation, prices do not include any Federal, State, or Local sales, use or other taxes that may be applicable to the sales of offered products or services. The amount of any such applicable taxes will be added to the invoice at the rate in effect at the time of shipment.

Terms and Conditions: This quotation is based solely upon the terms and conditions set forth herein including attachments. They supersede and reject any conflicting terms and conditions of yours. Any other terms and conditions that you may propose are subject to re-quotation.

This quotation will remain open for acceptance until September 30th, 2023. Due to current price increases in materials the quoted prices must be reviewed after this date. Please notify us prior to placing order to determine price increase, if any.

If you have any questions, feel free to call the sales office.

Sincerely,

CASCADE PUMP COMPANY

Attachments: Additional Terms and Conditions

ADDITIONAL TERMS & CONDITIONS

1. Prices are based on direct factory shipment or as noted.
2. The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Purchaser or by reason of "force majeure", which shall be deemed to mean all other causes whatsoever not reasonably within the control of the Seller, including, but not limited to acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, and inability to secure materials, labor or manufacturing facilities. Any delay resulting from any such cause shall extend shipping dates correspondingly. The Seller shall in no event be liable for any special, indirect or consequential damages arising from delay irrespective of the reason thereof, and receipt by the Purchaser shall constitute acceptance of delivery and waiver of any claims due to delay.
3. If quantities vary from those indicated we reserve the right to revise our prices. Where a quantity of material is quoted according to our takeoff, such quantity is believed to be accurate but cannot be guaranteed.
4. If an item quoted is not approved by the Consulting Engineer we assume no responsibility to furnish the item manufactured by others.
5. Orders shall not be subject to cancellation or change by the Purchaser unless agreed to in writing by the Seller. Purchaser will reimburse Seller for all losses and expenses incurred by such cancellation or change. Due to the custom nature of the product, cancellation charges may be up to 100% of order value.
6. Our Warranty on equipment and material covered herein is limited to that which is extended by the Manufacturer involved. We shall not be responsible for any damage arising directly or indirectly from the installation or use of this equipment. Copies of Warranty available on request.
7. Any preliminary drawings and illustrative materials herewith show general arrangement and approximate dimensions only. Certified drawings will be submitted after receipt of order if required.
8. No equipment or parts shall be returned to Seller without prior written authorization from the Seller. Partial credit may be allowed for returned material or equipment freight charges prepaid, F.O.B. Sellers factory. Amount of credit authorized will be determined after inspection.
9. Unless Purchaser specifies otherwise in writing. (a) goods will be boxed or crated as Seller may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing, export boxing and similar added protection of goods; (b) routing and manner of shipment will be at Sellers discretion, and may be insured at Purchaser's expense, value to be stated at order price. On all shipments F.O.B. Sellers factory, delivery of goods to the initial carrier will constitute delivery to Purchaser and all goods will be shipped at Purchaser's risk. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Purchaser. Acceptance of material from a common carrier constitutes a waiver of any claims against the Seller for delay or damage or loss.
10. Unless specifically stated herein, all material and/or equipment shall be installed and placed in service by and at the expense and under the exclusive responsibility of the Purchaser.
11. Purchaser shall be responsible for care, maintenance and protection of material and/or equipment after delivery. Purchaser agrees to provide and maintain adequate insurance for equipment and/or materials covered herein against loss or damage by fire, explosion or other causes during the time between shipment and final payment in an amount fully protecting Seller. The title and right of possession to the machinery shall remain with the Seller and the machinery shall remain personal property irrespective of attachment to or location on any foundation or in any structure, until all payments shall have been made in cash. The Purchaser will do all acts necessary to protect the above title and right. In the event of any default by the Purchaser, the Seller shall have the right to repossess the machinery as well as all other rights afforded to a conditional seller under the provisions of the Uniform Conditional Sales Act and any other applicable laws.

12. All agreements are contingent upon strikes, accidents or other causes beyond our control.

13. Interest chargeable at maximum legal rate on past due items still unpaid after 30 days from date of shipment. In addition to the prices and freight specified, Buyer shall pay all sales, consumers, or other taxes lawfully assessed or levied by the United States, a state or political subdivision thereof, or a municipal corporation, which are chargeable specifically to the transaction covered by the contract between Seller and Buyer, as well as additional freight rates and additional costs created by legislation or operation thereof.

14. These terms and conditions shall constitute a part of any contract which may be entered into and shall not be altered, modified, or added to unless specifically and expressly agreed to in writing by Seller, and all oral agreements and representations of Seller shall be embodied in any written contract of which they are a part. No statement, recommendation or assistance made or offered by the Seller or its representative to the Buyer or his representative, in connection with the use of any products or services sold by the Seller, shall be or constitute a waiver by the Seller of any of the provisions hereof or change the Seller's liability, as herein defined or constitute any guarantee or warranty.

15. The validity, interpretation, and performance of any purchase order issued accepting this proposal shall be controlled by and construed under the laws of the State of California. If legal action is brought to enforce any conditions of the purchase order or because of an alleged dispute, breach or default the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action, in addition to any other relief to which it may be entitled.

Purchase Order with Flo-Systems Inc. for a Wastewater Effluent Pump and Right Angle Gear and Future Supplies

Jan Hauser, Wastewater Division Manager
Public Works Department

Public Works & Transportation Committee
November 28, 2023

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Flo-Systems Inc. in the amount of $400,000 for the purchase of pumps, angle gears and supplies for the Wastewater Division through June 30, 2024.

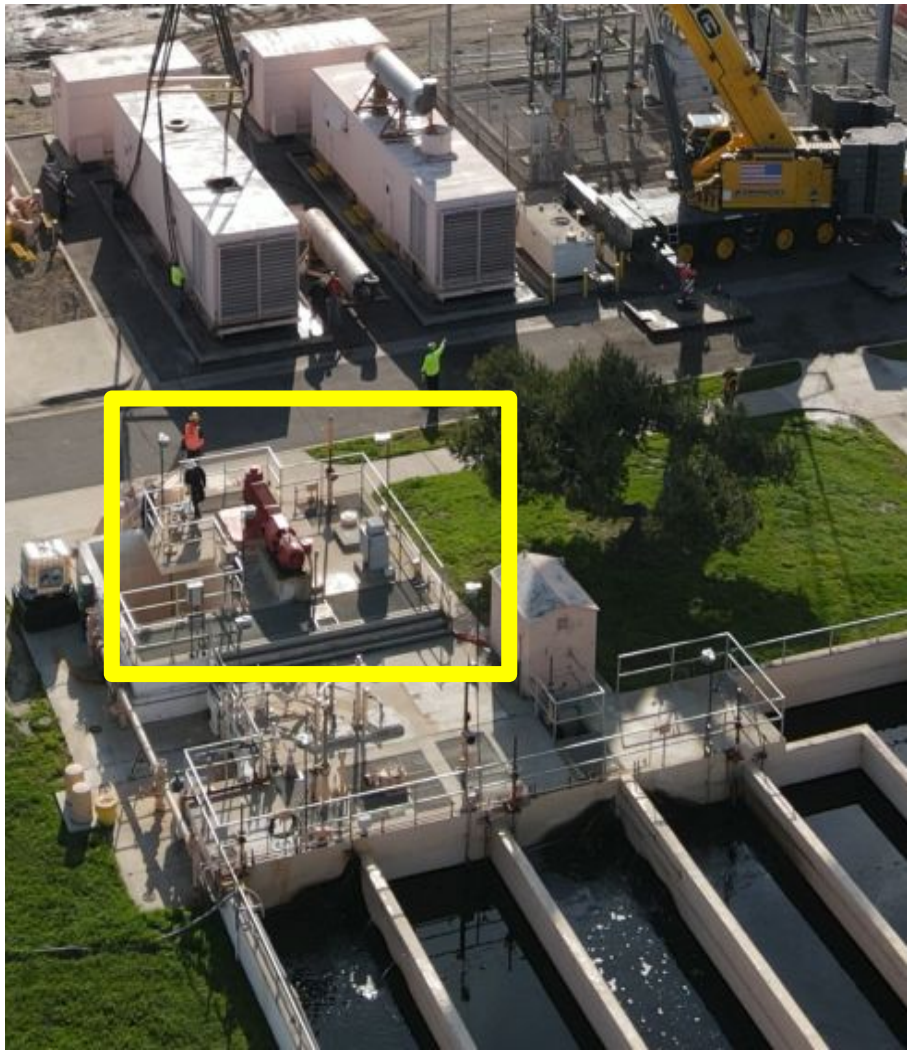
BACKGROUND

- The Wastewater Division treats approximately 17 million gallons of wastewater every day

- Treated wastewater is pumped into our ocean outfall using a primary pump, commonly referred to as “Big Red”

  - Pumping capacity of 20 million gallons per day
  - Pumps over 98% of all treated wastewater that is discharged
  - Generally runs 24 hours per day
  - Is over 40 years old and well past its useful life

BACKGROUND



Maintenance requirements continue to increase every year, putting the wastewater plant at risk if Big Red experiences a catastrophic failure

Currently there is no spare pump and we must rely on our original effluent pumps which are inefficient and unreliable

Big Red Effluent Pump

BACKGROUND

Right angle gear

DISCUSSION

- The Wastewater Division recommends purchasing a spare effluent pump and right angle gear
- The spare pump and right angle gear have been specifically designed to fit within the existing effluent pumping infrastructure
- Flo-Systems is the single authorized distributor of Cascade brand pumps in the Southern California region
- The lead time for this purchase is 10-12 weeks upon Flo-System's receipt of a City Purchase order

FINANCIAL IMPACT

- The total cost of this Blanket Purchase Order with Flo-Systems shall not exceed $400,000 for supplies through June 30, 2024.

- Sufficient appropriations are included in the Council-approved Adopted FY 2023-24 Wastewater operating budget accounts:
  - 6113615-56040
  - 6113615-52110

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: November 28, 2023

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32400250 with NBS Government Finance Group for Special District Administrative, Professional, and Technical Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the Agreement with NBS Government Finance Group for ongoing administrative, professional, and technical services for the Special Districts Division in the amount not to exceed $1,028,484 for the maximum five year term of the Agreement, with the initial agreement term of three years, ending December 31, 2027, after which the Agreement may be extended for two additional one-year terms with a fully extended final term ending on December 31, 2029.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/xJCN_H6BNzk

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including bonded and non-bonded Community Facilities Districts ("CFDs"), Landscape Maintenance Districts ("LMDs"), Waterways Maintenance Assessment Districts ("WADs"), and a Maintenance Assessment District ("MAD-4"). Each of these Special Districts have specific individual authorized services and improvements, including, but not limited to: park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed in an annual parcel charge for the purposes of maintaining the improvements and other authorized services that includes consulting (e.g. the preparation of required documents such as the annual Engineer's Report) within their District.

NBS Government Finance Group ("NBS") specializes in the administration of California special financing districts. Since 2017, the City has contracted with NBS to provide administrative support to the Special Districts Division for budget preparation, assessment computation and rate analysis, submission of the annual Engineer's Report, levy submittal, and several additional projects that included on-call services.

In February 2023, Special Districts entered into a negotiated sole source agreement (32300207) with NBS as a means to continue the obligations for the administration of Special Districts while the solicitation for the long-term consulting services was developed and bid. This sole-sourced agreement expires on December 31, 2023.

DISCUSSION

The Purchasing Department released a Request for Proposals ("RFP") PW24-02 for Special Districts Administrative Professional and Technical Services on August 16, 2023 with a proposal due date of September 11, 2023. The RFP received a total of one (1) proposal from NBS, who is the City's current consultant.

The proposal was reviewed by the Purchasing Division (Buyer) and the Special Districts Division (Special Districts Manager, Administrative Services Analyst Senior, Administrative Services Analyst, Retired Annuitant, and Administrative Services Coordinator) with a determination that NBS met the requirements of the solicitation scoring criteria listed in RFP PW24-02. The evaluation method consisted of the following:

1. Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the City.
2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work.
3. Demonstrated technical competence and experience to perform the services or work requested in the RFP.
4. Past record of performance of similar work or service as determined by all available information.
5. Cost Proposal.

Staff has confirmed that NBS meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information, research performed to date, and past services provided by the company to the City, staff believes that the contractor is capable of satisfactorily providing the necessary services.

All services provided will be based on available funding within the individual districts. Additionally, there is $184,352 included in the cost of this Agreement for on-call administrative assistance to help with day-to-day operations as necessary should the high rate of staff vacancies continue for Special Districts. As with all other on-call services, NBS will only be compensated for those services that are actually provided.

This new Professional Services Agreement is a stand-alone agreement and not an extension of the previous Agreement and Amendments.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this Agreement, if extended to its maximum allowable term of five (5) years shall not exceed $1,028,484. After the initial year, increases to the Agreement price may be requested by the consultant and cannot exceed a 3% increase year over year. Any increase requested must be substantiated with supporting documentation such as documented increases in pricing, CPI increases, or other cost increases which directly apply to the services rendered under this Agreement. The estimated spending plan for the remainder of Fiscal Year 2023-24 is $79,916 commencing January 1, 2024. Sufficient funds are included in the Adopted FY 2023-24 Operating Budget and subsequent fiscal years will be requested through the annual budget process. Expenses are charged to the specific Districts receiving the services and there is no impact to the General Fund beyond the required General Fund Contribution for the Landscape Maintenance Districts. See Attachment 5 (Special Districts Agreement 32400250 Cost Breakdown) for the full estimated account breakdown. Please note that all amounts have been rounded to the nearest whole number.

Prepared by: Eric Storrie, Special Districts Manager, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. 32400250 NBS Government Finance Group-Unsigned
2. RFP #PW24-02 Packet
3. City of Oxnard Special Districts Map
4. City of Oxnard Special Districts List
5. Special Districts Agreement 32400250 ESTIMATED Cost Breakdown
6. Presentation

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND NBS GOVERNMENT FINANCE GROUP

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of NBS Government Finance Group ("CONSULTANT"), and CONSULTANT agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. To provide Special Districts administrative professional and technical services.

2. PARTIES.

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

NBS Government Finance Group ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 32605 Temecula Parkway Suite 100, Temecula, CA 92108.

3. TERM OF AGREEMENT: From (Date): January 1, 2024 To (Date): December 31, 2027.

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Consultant/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $1,028,484

5. AGREEMENT EXHIBITS.

The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:
Name: Eric Storrie
Title: Special Districts Manager
Phone: (805) 385-7578
Email: eric.storrie@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Bldg 1
Oxnard, CA 93030

CONSULTANT Designated Representative:
Name: Adina McCargo
Title: Director and Project Manager
Phone: (800) 676-7516
Email: amccargo@nbsgov.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the City Clerk.

7.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. CONSULTANT'S SERVICES.

8.1 CONSULTANT shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. CONSULTANT hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay CONSULTANT an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. 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. Invoices may be emailed to: **sdinvoices@oxnard.org**.

10.2 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.

10.3 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 subcontracted consultants.

10.4 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.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

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.

15. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT

without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

20. NOTICE.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with CONSULTANT's performance of this Agreement or CONSULTANT's failure to

comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active

negligence or willful misconduct of the Indemnitees.

23.4 The review, acceptance or approval of CONSULTANT's work or work product by any of the Indemnitees shall not affect, relieve or reduce CONSULTANT's indemnification or defense obligations. CONSULTANT waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 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.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". 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 shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide

the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. [RESERVED].

27. [RESERVED].

28. CONFLICT OF INTEREST.

CONSULTANT covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by CONSULTANT may result in termination of this Agreement by the CITY.

29. IRAN CONTRACTING ACT.

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit D.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days.

Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by CONSULTANT in preparing its billings to CITY as a condition precedent to any payment to CONSULTANT; or for other purposes relating to the Agreement. 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 or until an audit has been completed and accepted by CITY, whichever occurs later. CONSULTANT shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. CONSULTANT shall include a copy of this Section 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.

33. ADVERTISING AND PUBLICITY.

CONSULTANT shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the CITY Manager. This Section shall survive the termination of this Agreement.

34. 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.

35. FORCE MAJEURE.

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

44. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Manager[2]

NBS GOVERNMENT FINANCE GROUP

Greg Davidson, Vice President Date

Michael Rentner, [3] Date
President & Secretary

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.
[3] The City requires the following for any contract:

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

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

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and NBS Government Finance Group)

SCOPE OF SERVICES

A. Administration Services for the City's Maintenance Assessment Districts (LMD/MAD)

1. **Database Development.** Consultant will update the database with current County Assessor's information including property owner names, property owner addresses and any other available data that will augment the existing database.

2. **Budget Preparation.** Consultant will meet with City staff to review each district's budget for the coming fiscal year. This budget will be based on historical costs, actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include but are not limited to capital improvements, maintenance costs, incidental costs (engineering, legal, district administration) and reserve funds.

3. **Assessment Computation and Rate Analysis.** Consultant will compute the assessment for each parcel within each district according to its method of assessment. Consultant will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.

4. **Engineer's Report Preparation**. Consultant will prepare and provide to City staff the annual Engineer's Report for each district. Each such Engineer's Report will consist of:

    a. Background of the district.
    b. A detailed and technically supported Method of Assessment.
    c. A description of the improvements and services funded by the district.
    d. A cost estimate for the improvements and services being funded.
    e. Copy or reference to the original district diagram.
    f. A table showing assessed rates by zone and land use.
    g. An assessment roll listing assessments by parcel or reference a complete roll on file with the City.

5. **Meet with City Staff**. Consultant will meet with City staff to review each Engineer's Report for modifications and approval.

6. **Noticing and Resolution Coordination.** Consultant will coordinate activities to ensure that required tasks are completed within the scheduled time frame. Consultant will assist the City with preparation of any notice of assessments, public hearings, or other meetings requiring publication. Consultant will assist the City with preparation of the staff report, all legal notices and the associated resolutions described below:
    a. Resolution describing improvements, initiating proceeding and ordering the Consultant's engineer to prepare and file a report for the City.

b. Resolution preliminarily approving the Engineer's Report
c. Resolution of intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing.
d. Resolution authorizing the placement of assessments on the secured property tax bills.

7. **Meeting Attendance**. Consultant will attend up to a total of two (2) public meetings per fiscal year such as workshops and City Council meetings (in addition to and not including the town hall meetings in B(1) of this Exhibit A-2), as requested by the City.

8. **Levy Submittal**. Consultant will submit the levy to the Ventura County Auditor Controller in the required format. Assessments rejected by the Ventura County Auditor-Controller will be researched and resubmitted for collection on the Ventura County Tax Roll. Any parcels that are not submitted to Ventura County for collection will be invoiced for payment directly to the City.

9. **Final Engineer's Report**. Consultant will update and deliver to City staff each annual Engineer's Report.

10. **Toll-Free Phone Number**. Consultant shall provide a toll-free phone number for use by the City, other interested parties and all property owners during regular business hours, Monday-Friday 8:00 a.m. to 5:00 p.m. Consultant will be available to answer questions regarding each district and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

B. On-Call Assistance to City Staff with Special Requests Related to the Administration of the Special Financing Districts But Not In Scope of Services

11. **On-Call Assistance.** Consultant will be available to answer questions and assist City staff during regular business hours, Monday-Friday 8:00 a.m. to 5:00 p.m. on special requests involving the administration of the Special Financing Districts, as requested. On-call assistance is intended to cover time, material, and all other costs for tasks related to the administration of the Special Financing Districts (1915, CFD, LMD/MAD, and others) and not already included in the scope of services of this Agreement. On-Call assistance may include, but not be limited to:
    a. Assistance with direct staff allocations.
    b. Assistance with indirect cost allocations.
    c. Assistance with Proposition 218 compliance on an ongoing basis.
    d. Assistance with maintenance contract specifications and bidding.
    e. Assistance with the resolution of inquiries by property owners and the public.

C. 1915 Act Assessment District Administration Services

12. **Kick-Off Meeting, Project Schedule.** Consultant to meet with City staff, legal counsel and other interested parties to:
    - Establish lines of communication
    - Clarify the specific project goals and criteria that will meet the City's preference
    - Identify and resolve any special circumstances that may be involved in the administration of the districts

- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with schedule to achieve project milestones

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

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

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

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

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

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

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

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

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

22. **Prepayment Calculation/Amortization Schedule.** Consultant will provide assessment prepayment calculations and amortization schedules to interested parties. The requester

will pay the cost of this service; however, there will be no charge to the City or property owners.

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

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

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

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

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

Community Facilities District Administration

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

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

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

31. **Special Tax Requirement.** Consultant will calculate the annual Special Tax Requirement that will include all necessary components as outlined in the Rate and Method of

Apportionment, such as principal and interest due, administrative expenses, collection for direct financing of services or facilities, and a fund credit or replenishment as determined from analysis of the district funds.

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

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

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

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

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

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

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

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

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

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

42. **Notice of Special Tax Disclosure.** Consultant will provide Notice of Special Tax Disclosure notices to requesting parties as required by §53340.2 and §53341.5 of the

Government Code of the State of California. The fee of any Notice of Special Tax shall be billed to the party requesting the disclosure form.

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

Continuing Disclosure (Per Occurrence)

In accordance with the Continuing Disclosure Certificate of the Bonds, Consultant will support the annual disclosure filing requirements of the SEC Continuing Disclosure Rule 15c2-12, for the Bonds existing at the time of this agreement and Bonds the Consultant has previously provided such services for. Specifically, Consultant will perform the following:

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

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

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

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

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

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

Delinquency Management (Per Occurrence)

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

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

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

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

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

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

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

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

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

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

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

Apportionments of 1915 Act Assessment Lien (Per Occurrence)

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and NBS Government Finance Group)

SCHEDULE OF COMPENSATION

Special Financing District Annual Administration

COMMUNITY FACILITIES DISTRICT (CFD) ADMINISTRATION FEES

The following table summarizes our annual fees for the for the base CFD Administration services:

District Name	Annual Base Fee
CFD 2000-3 (Oxnard Boulevard / Highway 101)	$6,950
CFD No. 1 (Westport at Mandalay Bay)	$6,950
CFD No. 2 (Westport at Mandalay Bay)	$6,950
CFD No. 3 (Seabridge)	$6,950
CFD No. 4 (Seabridge)	$6,950
CFD No. 5 (Riverpark)	$6,950
CFD No. 8 (Sakioka Farms)	$6,950
TOTAL	**$48,650**

1915 ACT ASSESSMENT DISTRICT (AD) ADMINISTRATION FEES

The following table summarizes our annual fees for the for the base AD Administration services:

District Name	Annual Base Fee
AD 2000-1 (Oxnard Boulevard / Highway 101)	$4,950
AD 2001-1 (Series 2012 Refunding)	$4,950
TOTAL	**$9,900**

1915 ACT AND COMMUNITY FACILITIES DISTRICT ADMINISTRATION SERVICES

Community Facilities Districts (Base Fee) $41,700
1915 Act Assessment Districts (Base Fee) $9,900
Estimated Expenses are capped at a total of $4,500 for the Community Facilities District Administrative Fees and 1915 Act Assessment Administrative Fees.
Total Base Fees plus Estimated Expenses $56,100.

LANDSCAPE MAINTENANCE DISTRICTS (LMD) ADMINISTRATION FEES

The following table summarizes our annual fees for the for the base LMD Administration services:

District Name	Annual Base Fee
LMD No. 3 (River Ridge)	$1,750.00
LMD No. 10 (Country Club Estates)	$1,250.00

LMD No. 11 (St. Tropez)	$1,250.00
LMD No. 12 (Standard Pacific)	$1,250.00
LMD No. 13 (Le Village)	$1,250.00
LMD No. 14 (California Cove)	$1,250.00
LMD No. 16 (California Lighthouse)	$1,250.00
LMD No. 23 (Greystone)	$1,250.00
LMD No. 24 (Vineyards)	$1,250.00
LMD No. 25 (Pointe)	$1,250.00
LMD No. 27 (Rose Island)	$1,250.00
LMD No. 28 (Harborside)	$1,250.00
LMD No. 30 (Haas Automation)	$1,250.00
LMD No. 31 (Rancho De La Rosa)	$1,250.00
LMD No. 32 (Oak Park)	$1,250.00
LMD No. 33 (El Paso)	$1,250.00
LMD No. 34 (Sunrise Pointe & Sunset Cove)	$1,250.00
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	$1,250.00
LMD No. 37 (Pacific Breeze)	$1,250.00
LMD No. 38 (Aldea Del Mar)	$1,250.00
LMD No. 39 (El Sueno Promesa & DR Horton/Seawinds)	$1,250.00
LMD No. 40 (Cantada)	$1,250.00
LMD No. 41 (Pacific Cove)	$1,250.00
LMD No. 42 (Cantabria & Coronado)	$1,250.00
LMD No. 43 (Greenbelt)	$1,250.00
LMD No. 46 (Daily Ranch)	$1,250.00
LMD No. 47 (Sycamore Place)	$1,250.00
LMD No. 49 (Cameron Ranch)	$1,250.00
LMD No. 50 (Pleasant Valley Senior Housing)	$1,250.00
LMD No. 51 (Pfeiler)	$1,250.00
LMD No. 52 (Wingfield)	$1,250.00
LMD No. 53 (Huff Court)	$1,250.00
LMD No. 54 (Meadow Crest Villas)	$1,250.00
LMD No. 55 (Wingfield West)	$1,250.00
LMD No. 58 (Westwind)	$1,250.00
LMD No. 60 (Artisan)	$1,250.00
MAD No. 4 (Mandalay Beach)	$1,750.00
Waterways (Zones 1-Mandalay Bay & 2-Harbour Island)	$1,750.00
TOTAL	**$50,000.00**

Districts or Zones with Less than 300 Parcels (Base Fee) $1,250 Each
Districts or Zones with 300 Parcels or More (Base Fee) $1,750 Each
Estimated Expenses are capped at a total of $3,500 for the Landscape Maintenance Districts.

Total Fees including Estimated Expenses $53,500.
Estimated expenses reflect an allocation of $2,000 for the signature and stamp of the annual consolidated engineer's report by a civil engineer (one occurrence).

ON-CALL ASSISTANCE TO CITY STAFF WITH SPECIAL REQUESTS RELATED TO THE ADMINISTRATION OF THE SPECIAL FINANCING DISTRICTS BUT NOT IN SCOPE OF SERVICES (UPON CITY'S REQUEST, HOURLY RATE SCHEDULE)

Hourly per Schedule Below (Initial Authorization for the Fiscal Year) $27,000*
Estimated Expenses are capped at a total of $1,500.
Total Fees plus Estimated Expenses $28,500.
**City may authorize additional hours subject to additional compensation under our hourly rate schedule.*

CONTINUING DISCLOSURE

We understand that the City has bond issues currently subject to continuing disclosure preparation and dissemination. NBS will provide the services for the bonds existing at the date of this agreement for the fees as listed below. Additional issues may be added at similar fees.

Additional Services Necessary for the Ongoing Administration of the 1915 Act and Community Facilities Districts

Issuer Continuing Disclosure (Per Occurrence)*
AD 2000-1 Report Fee $2,400
AD 2001-1 Report Fee $1,850
CFD No. 1 Report Fee $1,850
CFD No. 2000-3 Report Fee $1,850
Estimated Expenses are included in the CFD & 1915 Act sections above.
Reports are combined under the 2012 Revenue Bonds (Series A & B).

Developer's Continuing Disclosure (Per Occurrence)
AD 2000-1 Report Fee* $450
Significant Event Fee* ..... Hourly Rate or $250 per event
Estimated Expenses are included in the CFD & 1915 Act sections above.

Dissemination Services for Continuing Disclosure (Per Occurrence)*
Report Dissemination (per recipient) $25
Significant Event Dissemination (per recipient) $25
Estimated Expenses are included in the CFD & 1915 Act sections above.

DELINQUENCY MANAGEMENT

Reminder Letters (1) $15
Demand Letters (1) $30
Lienholder Letters (1, 2) $40
Lienholder Research (Notice of Default Not Filed) ..... Hourly
Foreclosure Letters $50
Payment Plan Administration $300

Tax Roll Removal (3, 4) $75
Removal of the Notice of Intent to Remove Delinquent Installments (4)..... $25
Subsequent Foreclosure Fees (4) $100

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

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

APPORTIONMENTS OF 1915 ACT ASSESSMENT LIEN (PER OCCURRENCE)

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

Apportionment Fee (Four parcels or less) $950
Apportionment Fee (Five or more parcels) ..... $1,800 (plus $35 per parcel)
Recording Fee (each) $40
Resolutions $300
Meeting Attendance..... Hourly Rate, plus travel costs

SFD Formation/Restructuring/Bond Issuance

SPECIAL FINANCING DISTRICT FORMATION, RESTRUCTURING AND BOND ISSUANCE

SFD Formation ..... $19,500–45,000 per district
SFD Restructuring ..... $9,500– 38,500 per district
Bond Issuance Disclosure ..... $18,500–22,500 per bond issue
Estimated expenses ..... $1,500–7,500 per district/bond issue

Annual Fee Increases

Cost of living increases will be applied at a fixed rate of 3% annually starting January 2025 and annually thereafter.

Additional Optional Services – Hourly Rates

The following table shows our current hourly rates. Optional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate. This may include attendance at additional meetings, notice and ballots, etc.

Title	Hourly Rate
Director	$275
Associate Director / Engineer	$250
Senior Consultant / Manager	$225

Consultant	$200
Financial Analyst	$175
Clerical / Support	$135

Terms

All services will be invoiced monthly.

Expenses

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

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and NBS Government Finance Group)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONSULTANT/SELLER/BIDDER (hereafter referred to as "CONSULTANT") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Agreement No. 32400250

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

11/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER	**CANCELLATION**
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and NBS Government Finance Group)

IRAN CONTRACTING ACT CERTIFICATION

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

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

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

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):
_____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):
_____

Printed Name & Title of Person Signing: _____ Date Executed _____

Executed in the County of_____ in the State of _____

City of Oxnard
Request for Proposals
RFP #PW24-02

Special Districts Administrative Professional and Technical Services

Bid Close Date: 09/11/23 at or before 2:00 p.m. PT

City of Oxnard
Purchasing
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/
City Website: https://www.oxnard.org/

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Tab C – Company Profile/ Experience
Tab D – Scope of Services
Tab E – References
Tab F – Cost/Budget Narrative
Tab G – Proposer Attachment

Attention Proposers: please complete Section Tabs A-G and upload as part of your bid response. Proposals must be submitted electronically at https://www.publicpurchase.com

All questions must go through the Public Purchase portal.

1.0 TIMELINE OF EVENTS

Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
August 16, 2023	Release of Solicitation
August 30, 2023	Last day for Questions by Proposers Proposer inquiries must be submitted online: Public Purchase website. https://www.publicpurchase.com
September 11, 2023	Submission of the Proposal is to be uploaded to the Public Purchase website at or before **2:00 p.m.** local time
September 18-25, 2023	Review of Proposals
October 2023	Agreement Development/Negotiations
December 5, 2023	City Council approval (if necessary, e.g., over $200,000)
January 1, 2024	Contracted work begins

The above dates are tentative and are subject to change as necessary.

2.0 BACKGROUND OF THE CITY OF OXNARD

Oxnard, a vibrant and growing community of approximately 210,000 people, is located on the beautiful Southern California coast and is the most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

3.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation shall be for a period of up to three (3) years beginning, January 1, 2024 or effective upon signature of an Agreement by both parties, through December 31, 2027, unless terminated earlier, with an option to renew for an additional (2) two years . After the first year, and each year thereafter, the City shall have the option to extend the term pursuant to the Agreement, upon mutually acceptable services, cost adjustments, and the City requirements. There is no obligation by the City to purchase any specified amount of goods or services

4.0 INTRODUCTION

The City of Oxnard invites proposals from qualified consultants to conduct Special Districts Administrative Professional and Technical Services for the City of Oxnard.

The purpose of this RFP is to invite companies to submit statements of their qualifications, capabilities, and experience in Special Financing District Consulting Services, and proposals for performing the services described and the fees which would be charged for those services.

Special Financing District Consultant services may include:

A. Preparation of annual Engineer's Report;
B. Preparation of boundary maps for parcels annexing into a CFD;
C. Formation of Community Facilities Districts for service and for bonded districts;
D. Transition of districts into alternative district formats (e.g. annexing into or forming a landscape maintenance district);
E. Providing general special district consulting services;
F. Collaboration on developing content for special financing district marketing pieces; and
G. On-call assistance to City staff with special requests related to the administration of the special finance financing districts (upon City's request at an hourly rate schedule).

The professional services include tasks established by industry standards for the formation of districts and shall include standards similar to those set forth below:

1) Analyze and determine the type of district restructuring or formation for each unique situation.

2) Prepare the initial Rate and Method of Apportionment (RMA) or assessment calculation.

3) Calculate the initial special tax levy requirement or assessments.

4) Prepare a CFD Report or Engineer's Report (ER).

5) Prepare and deliver mylar copies of boundary maps.

6) Expend due diligence to ensure accuracy in reviewing and preparing all work products and timely submissions of such.

7) Provide clear written documentation concerning the approach taken to derive the conclusions reached.

8) Employ strict confidentiality of all documents made available by the City to the Consultant, sub-consultant or any other appointed entity, in the course of completing a formation, which may contain private and/or confidential information, which includes but is not limited to property owner names and addresses.

9) Make all necessary arrangements for delivery and pick-up of documents to and from any agency, office or City Department/Division.

10) Meet with City staff to discuss task lists and associated jobs for further input and approval.

11) Attend meetings of the City Council (e.g. study session, Council meeting, Committee meetings), as requested.

12) Participate in providing additional analysis and support for the issuance of any bonds.

13) Assistance with direct staff allocations and indirect staff allocations.

14) Assistance with Proposition 218 compliance on an ongoing basis.

15) Assistance with maintenance contract specifications and bidding.

16) Assistance with the resolution of inquiries by property owners and the public.

5.0 EVALUATION METHOD

The Evaluation Committee will review and score only those proposals that are deemed responsive to this RFP and presented in the format as set forth in Tab A below. Failure to include any sections in the proposal may result in that proposal being deemed non responsive. During the scoring process, the Evaluation Committee may contact the Proposer's references or any other sources deemed relevant by the Evaluation Committee as part of their review of the Proposer's qualifications to perform the requested services or work. Selection will not be based on the lowest priced proposal, but will be based on the following criteria:

1. Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the City.

2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work.

3. Demonstrated technical competence and experience to perform the services or work requested in the RFP.

4. Past record of performance of similar work or service as determined by all available information. This criteria will be based not only on the information contained within the proposal, but also by discussions with the Proposers and their references, as well as other relevant entities or individuals who have used the Proposer for similar work or services.

5. Cost Proposal.

Tab A – Proposal Checklist

Instructions:

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your table of contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Proposers that do not follow the bid instructions found in the separate document titled "**Terms and Conditions"** may be found to be "non-responsive" and disqualified from the bid process.

Name of Company: _____

Service to provide: _____

Main Point of Contact: _____

E-mail: _____ **Phone:** _____

Tab A Proposal Submission Checklist

General Proposer Information
Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- ☐ Tab A: Proposal Checklist *(this page)*
- ☐ Tab B: Acknowledgements
- ☐ Tab C: Company Profile/ Experience
- ☐ Tab D: Scope of Services
- ☐ Tab E: References
- ☐ Tab F: Cost/Budget Narrative
- ☐ Tab G: Proposer Attachment

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, of

Printed Name of Agent/Officer **Name of Organization**

Hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date:

Title of Agent/Officer:

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable:**

a. Termination

b. Indemnification

c. Insurance

d. Conflict of Interest

e. Governing Law

f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

a. Continue delivering services until notified otherwise; and
b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

PROPOSER'S RESPONSE:

2. Company overview and disclosure of services or activities performed, including:

   a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
   b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
   c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
   d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. ***PROPOSER'S RESPONSE:***

b. ***PROPOSER'S RESPONSE:***

c. ***PROPOSER'S RESPONSE:***

d. ***PROPOSER'S RESPONSE:***

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE:

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:

5. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Current Responsibilities
b. Qualifications/Experiences
c. Education
d. Certifications/licenses, if applicable
e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. ***PROPOSER'S RESPONSE:***

b. ***PROPOSER'S RESPONSE:***

c. ***PROPOSER'S RESPONSE:***

d. ***PROPOSER'S RESPONSE:***

e. ***PROPOSER'S RESPONSE:***

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

PROPOSER'S RESPONSE:

2. Provide a summary of your company's knowledge and experience relating to the issuance of bonds.

PROPOSER'S RESPONSE:

3. Provide a detailed summary of your company's knowledge and experience with Proposition 218 compliance and requirements relating to Special Districts.

PROPOSER'S RESPONSE:

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Proposer's Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

PROPOSER'S RESPONSE: Located in "Attachment 1"

2. Proof of non-profit status, if applicable

PROPOSER'S RESPONSE: Located in "Attachment 2"

Tab G - Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Proposer's response box with the words "See Tab G." List all attachments with an index tab.
List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1		
Attachment 2		
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		

ADDENDUM NO. 1

PW24-02

Special Districts Administrative Professional and Technical Services

August 29, 2023

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this Addenda on behalf of the company listed below.

Signed: Dated:

Print Name: Title:

Company:

Email:

ADDENDUM NO. 1

1.0 This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

1.1 To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

2.0 Clarification from the City:

The following Tab E – References, and Tab F – Cost Proposal/Budget Narrative have been added to the Request for Proposal:

Tab E - References

All Proposer(s) must include present and past performance information with a minimum of three(3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE:

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, state the District the charges are relating to, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

End Addendum NO. 1

Agreement No. _____

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND _____

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of _____ ("CONSULTANT"), and CONSULTANT agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. [INSERT DESCRIPTION OF SERVICES.]

EXAMPLES: Negotiated Sole Source Agreement for design services for project XXXX.

Architectural / Engineering / XXXX services to prepare plans, drawings, specification for project XXXX for the construction of a firehouse; waste water tank upgrade, etc…

2. PARTIES.

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

_____ ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at ADDRESS

3. TERM OF AGREEMENT: From (Date): _____To (Date): _____

3.1 Time is of the essence in this Agreement.

3.2 This Agreement does not have any options to extend. OR
The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Consultant/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of

receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $_____.

5. AGREEMENT EXHIBITS.

The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-__
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification (delete if contract is under $1million)

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: DEPARTMENT/DIVISION HEAD	Name:
Title:	Title:
Phone:	Phone:
Email:	Email:
Mailing Address (if differs from above):	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the City Clerk.

7.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. CONSULTANT'S SERVICES.

8.1 CONSULTANT shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. CONSULTANT hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay CONSULTANT an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. 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. Invoices may be emailed to: **invoices@oxnard.org**.

10.2 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.

10.3 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 subcontracted consultants.

10.4 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.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. 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. 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 the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

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.

15. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that

CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

20. NOTICE.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with

CONSULTANT's performance of this Agreement or CONSULTANT's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.3 shall be construed to require

CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

23.4 The review, acceptance or approval of CONSULTANT's work or work product by any of the Indemnitees shall not affect, relieve or reduce CONSULTANT's indemnification or defense obligations. CONSULTANT waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 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.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". 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 shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage

Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

27. IRAN CONTRACTING ACT

[DELETE "ICA" IF AGREEMENT TOTAL IS LESS THAN $1 MILLION & Replace with term **[RESERVED]**] IRAN Contracting Exhibit is in the Agreements Folder on the S Drive.

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in

investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

28. CONFLICT OF INTEREST

CONSULTANT covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by CONSULTANT may result in termination of this Agreement by the CITY.

29. [RESERVED] -

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until

agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by CONSULTANT in preparing its billings to CITY as a condition precedent to any payment to CONSULTANT; or for other purposes relating to the Agreement. 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 or until an audit has been completed and accepted by CITY, whichever occurs later. CONSULTANT shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. CONSULTANT shall include a copy of this Section 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.

33. ADVERTISING AND PUBLICITY

CONSULTANT shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the CITY Manager. This Section shall survive the termination of this Agreement.

34. 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.

35. FORCE MAJEURE.

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or

insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart

executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

44. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

Agreement No._____

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD **[CONSULTANT]**

_____ _____ _____ _____

☐John C. Zaragoza, Mayor[1] Date , Date

☐Jennifer Yates, Purchasing Manager[2]

_____ _____

, [3] 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 agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.
[3] 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._____

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and _____)

SCOPE OF SERVICES

SAMPLE

INSERT CITY PROJECT MANAGER FOR THIS AGREEMENT: NAME/PHONE #/EMAIL

Licensing and Professional Certification

Required:

State of California CONSULTANT's License Classification A General Engineering CONSULTANT

General Specifications

Safety

All work conducted by the CONSULTANT and its representative shall conform to current applicable California Occupational Safety and Health Administration (CAL-OSHA) laws and regulations. CONSULTANT shall maintain safety certifications and provide CITY with copies of training records.

CONSULTANT must provide staff that has current confined space and hazardous materials training. CONSULTANT must provide and Personal Protective Equipment (PPE) to staff as needed for working conditions.

CONSULTANT must strive to maintain good public relations at all times. The work must be conducted in a manner, which will cause the least possible interference and annoyance to the public. Work must be performed by competent employees and supervised by an experienced, foreman or supervisor.

Accident Reporting

CONSULTANT shall immediately notify the CITY of any accident, regardless of whether or not injury or damage is evident, involving the CONSULTANT's staff, vehicles, or equipment while on the work site. CONSULTANT shall take photo documentation of damage and immediately report to appropriate CITY contact. CONSULTANT shall document any damage that exists before the onset of work. The CONSULTANT shall take photographs of existing damage and report to appropriate CITY contact prior to commencing any work. Any damage caused as a result of the CONSULTANT's actions shall be the sole responsibility of the CONSULTANT to repair or pay in full for damages.

Traffic Control

CONSULTANT shall provide and maintain all proper traffic control devices required for the assigned work per the latest edition of the State of California's Manual of Uniform Traffic Control Devices (MUTCD).

If a lane closure is necessary, CONSULTANT shall notify the appropriate CITY contact at least seventy-two (72) hours prior to commencement of work. A Traffic Control Plan must be submitted to the CITY Traffic Engineer forty-eight (48) hours prior to the commencement of the work.

If Parking is to be prohibited during work "No Parking" signs shall be posted seventy-two (72) hours prior to work commencing.

Crew Rental

CONSULTANT shall be required to provide as required up to an eight (8)-man crew including a pickup truck, all other equipment necessary to perform the specified task.

Street and Sidewalk Maintenance Construction Services

CONSULTANT shall provide labor and construction services including but not limited to:

- Valve stack adjustment and repair
- Curb and gutter repair and replacement
- Concrete sidewalk repair and replacement
- Concrete driveway apron repair and replacement
- Asphalt repair and replacement

Equipment Availability

CONSULTANT shall be able to provide all equipment necessary for work requested, including but not limited to:

- Dump truck
- 10-Wheeler Dump Truck
- Backhoe
- Asphalt roller
- Compaction equipment
- Excavator
- Skip loader

Clean Up

CONSULTANT shall remove all debris generated as work progresses. The street, parkway, and private property shall be kept clear of debris at all times. It shall be the responsibility of the CONSULTANT to dispose of all waste debris generated by the CONSULTANT.

All debris from operations shall be cleaned up each day before the work crew leaves the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations.

Storm Water

No material generated during work operations is permitted to enter any storm drain. The CONSULTANT is required to abide by the CITY of Oxnard Storm water Quality Management. Including all applicable Best Management Practices (BMPs) for the duration of the contract.

Record Keeping

CONSULTANT shall maintain and provide records and/or associated drawings of all repairs done to any CITY system.

Invoicing/Billing

Invoicing for services rendered is required for proper payment. The work must be identified on the invoice.

Agreement No._____

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and _____.)

SCHEDULE OF COMPENSATION

SAMPLE

Job Classification	Prevailing Wage Hourly Rate	Prevailing Wage Overtime Hourly Rate
Laborer (entry level)	$ 90.13	$ 97.25
Laborer (experienced)	$ 94.81	$ 101.00
Journeyman	N/A	N/A
Supervisor	N/A	N/A
Foreman	$ 119.00	$ 156.00
Equipment Operator	$ 117.19	$ 154.69
Cement Mason	$ 97.97	$ 126.83
Pipe Fitter	N/A	N/A
Tradesman	$ 87.00	$ 121.00

Other	
Mobilization (Hourly Rate)	$ 200.00
Material Markup (%)	15%
Emergency Service Fee	$ 0

DO NOT ADD ANY ADDITIONAL COMPENSATION TERMS SUCH AS PRICE ADJUSTMENTS OR MODIFICATIONS. CONTACT CAO FOR ASSISTANCE. [Delete this highlight from Final]

Agreement No._____

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and _____)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONSULTANT/SELLER/BIDDER (hereafter referred to as "CONSULTANT") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

PLEASE COPY AND PASTE APPROPRIATE INSURANCE DOCUMENTS

Agreement No._____

EXHIBIT D

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and _____)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional services contracts that may be governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

Agreement No._____

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and _____)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. CONSULTANT shall perform the Project as a public work. CONSULTANT shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.

3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. CONSULTANT shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. CONSULTANT shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. CONSULTANT shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT

and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, CONSULTANT must immediately notify CITY.

8. CONSULTANT is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. CONSULTANT shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by CONSULTANT's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

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

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

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

7/6/2022

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

INSURED

COMPANIES AFFORDING INSURANCE COVERAGE

COMPANY LETTER A — SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

POLICY INFORMATION:

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

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

COVERAGES

LIABILITY LIMITS IN THOUSANDS $

	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

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

SUBMIT IN DUPLICATE

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

PRODUCER
Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

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

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

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

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

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

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

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

CITY OF

OXNARD

Terms and Conditions

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS DOCUMENT

1.0 PUBLIC PURCHASE

As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows vendors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

Just a couple helpful hints before starting your registration:

- First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.
- Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online at www.publicpurchase.com.

The City cannot guarantee you will receive notice of every opportunity to sell to the City; it is encouraged to visit our Purchasing website at https://www.oxnard.org/rfps-and-rfqs/ for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

2.0 RETURN OF BID/CLOSING DATE

a. All Proposals/Bids/Quotes shall be submitted electronically to PublicPurchase.com by 2:00 PM Pacific Time on the closing date listed in the Bidder Response Form. Bid responses not received by the City's purchasing division by the closing date and time will not be accepted. The City will not be responsible for and will **not** accept late bids due to slow internet connection, or incomplete transmissions. If the Bidder cannot upload the bid response to the PublicPurchase.com website, delivery of the bid response is accepted at the City of Oxnard, City Hall, Purchasing Division, 300 West Third Street, Oxnard, CA 93030, on or before 2:00 PM PT.

b. The Solicitation must be signed by an authorized agent and uploaded to the Public Purchase website or if mailing, placed in a sealed package marked "Bidder Solicitation, clearly marking the solicitation designed bid number". Postmarks will not be accepted in lieu of this requirement. Proposals/Bids/Quotes submitted to any other City office will be rejected.

3.0 RECEIPT AND OPENING OF PROPOSALS/BIDS/QUOTES

Proposals will not be opened publicly. Quotes will be opened publicly Any Solicitation received after the established closing date and time will not be accepted. Solicitation results will be available after Proposals/Bids/Quotes have been reviewed.

4.0 WITHDRAWAL OF BIDS

Bidders may withdraw their Proposals/Bids/Quotes at any time prior to the due date and time by submitting notification of withdrawal signed by the Bidder's authorized agent. Proposals/Bids/Quotes cannot be changed or modified after the date and time designated for receipt.

5.0 ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other Solicitation documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer. All Proposals/Bids/Quotes must be submitted in accordance with the standards and specifications contained within this solicitation.

6.0 PRICING/DELIVERY/TERMS/TAX

All pricing shall be quoted F.O.B. Destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The City reserves the right to designate method of freight. The City pays California Sales Tax. In the event of an extension error, the unit price shall prevail. Payment terms are net 30 after receipt of invoice.

7.0 PERIOD OF FIRM PRICING

Unless stated otherwise elsewhere in this document, prices shall be firm for the duration of this solicitation. The City reserves the right to ask for an extension of firm pricing if conducting active Solicitation evaluations.

No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if Vendor/Contractor offers lower prices to another governmental entity) will automatically be extended to the City. The City requires written proof satisfactory to the City, upon the City's acceptance, of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 60-days advance notice in writing is required to be considered and approved by the City. No retroactive price adjustments will be considered. For Contracts, any price increases must be stated in a written amendment. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items, less food and energy – Los Angeles and be subject to satisfactory performance review by the City and approved (if needed) for budget funding by City Council.

The City's obligation for payment of this solicitation and ensuing Agreement beyond the current fiscal year end is contingent upon and limited by the availability of City funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the City shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, City shall immediately notify Contractor in writing; and the Agreement shall be deemed terminated, have no further force, and effect.

8.0 INQUIRIES BY BIDDERS

Requests for explanation must be submitted via the PublicPurchase.com website by the time designated in the solicitation "Last Day for Questions". The Purchasing Agent, or duly authorized personnel, will post a response to the inquiries via the Public Purchase website.

9.0 SPECIFICATION/CHANGES (Request for Bids only)

Whenever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable. Bidders are encouraged to offer alternatives. However, the City reserves the right to reject those alternatives as nonresponsive.

10.0 CANCELLATION OR MODIFICATION OF PROCUREMENT

a. The City reserves the right to modify or terminate the solicitation process at any time. The City may amend or modify the project scope of services prior to the award of contract, as necessity may dictate, reject any and all Proposals/Bids/Quotes submitted (and rebid, if necessary), accept any or all Proposals/Bids/Quotes submitted, negotiate with any qualified source, or cancel, in part or in its entirety, this solicitation if it is in the best interest of the City.

b. The procurement process may be canceled after opening, but prior to award if the City determines that cancellation is in the best interest of the City for reasons (but not limited to) such as:

1. Inadequate, ambiguous, or otherwise deficient specifications.
2. The services are no longer required.
3. Proposals/Bids/Quotes received are at an unreasonable cost.
4. Solicitation did not arrive in open competition, were collusive, or not submitted in good faith.
5. The City determines, after analysis of the Proposals/Bids/Quotes that its needs can be satisfied through a less expensive method.

c. All Proposals/Bids/Quotes will become the property of the City, and all such information submitted in connection to this solicitation becomes public record, and may be disclosed through the Public Records Act. The City may keep submissions and negotiations confidential until City Council approves the final contract and/or a Purchase Order contract is issued. Proposals/Bids/Quotes may contain financial statements or other information which constitute a trade secret. In order to protect such data from disclosure, please identify the pages by clearly marking the applicable pages as confidential. Please note; disclosure of such data considered confidential by Bidder will only be withheld to the extent that the City determines that disclosure is improper under applicable law. It is important to further note that California law weighs heavily in favor of disclosing records submitted through a solicitation process. The City assumes no responsibility for disclosure or use of unmarked data for any purpose.

d. This solicitation does not commit the City to award a contract or to pay any costs incurred in

the preparation of a Solicitation in response to this request. The City reserves the right to accept or reject any or all Proposals/Bids/Quotes received because of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal/Request for Bid if it is in the best interest of the City.

11.0 PUBLIC RECORDS

All Proposals/Bids/Quotes submitted in response to this solicitation become the property of the City and under the Public Records Act (Government Code section 6250 et. Seq.), are public records, and as such may be subject to public review. However, the Proposals/Bids/Quotes shall not be disclosed until negotiations are complete and recommendation for selection and award is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Solicitation. Note that under California law, prices submitted in the proposal to a public agency is not a trade secret.

12.0 CITY BUSINESS LICENSE

A business tax certificate is required before conducting any business, trade, profession, enterprise, establishment or occupation within the city limits– even if your business is located outside of the city limits, or you have a business license or tax certificate from another city.

The majority of the City business tax certificate applications are available on line at www.oxnard.org/btcapplication/ or by calling the Business Tax office 805.385.7817.

13.0 WHO NEEDS A BUSINESS TAX CERTIFICATE

Any person who conducts any business, trade, profession, enterprise, establishment or occupation within the city shall obtain a business tax certificate whether or not the physical business address is in or outside of the City.

14.0 WHEN TO GET A BUSINESS TAX CERTIFICATE

A business tax certificate is required before conducting any business, trade, profession, enterprise, establishment or occupation – regardless of whether your business is located outside of the city limits or you have a business tax certificate from another city.

15.0 SUBMISSION OF PROPOSALS/BIDS/QUOTES (Preparation of Responses)

Before submitting a Solicitation, each Bidder is expected to thoroughly examine the specifications in the solicitation, and all other related contractual documents included in this solicitation, including subsequent amendments to the solicitation. Failure to do so will be at the Bidder's risk, and shall bar the Bidder's obligation to perform if a contract is awarded pursuant to this solicitation.

Each Bidder shall review and complete all the Attachments according to their instructions, and submit them as part of the Solicitation. Each Bidder must be satisfied by personal examination and by such other means as it may prefer, as to the actual conditions and requirements under which the contract will be performed.

The awarded Bidder agrees to extend the same pricing, terms, and conditions as stated in this Agreement

to every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the awarded Bidder; and City shall in no way be responsible to the awarded Bidder for other entities' purchases.

16.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents. Proposals/Bids/Quotes must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, each section clearly titled with labels identifying each Tabbed section, and each page clearly and consecutively numbered.

Proposals/Bids/Quotes must be clean and suitable for copying. Proposals/Bids/Quotes must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable Solicitation. Receipt of all addenda, if any, must be signed and included in the Solicitation.

17.0 MODIFICATION OF PROPOSALS/BIDS/QUOTES

Any Bidder who wishes to make modifications to their Solicitation already received by the City must withdraw his/her Solicitation in order to make the modifications. All modifications must be made in ink, properly initialed by Bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Bidder to ensure that modified Proposals/Bids/Quotes are resubmitted before the solicitation submittal deadline.

Bidders are advised that the City reserves the right to amend the requirements of this solicitation prior to the date set for opening of bids, including, but not limited to, extending the Solicitation deadline. Such revisions will be done formally by publishing changes via the Public Purchase website.

18.0 EVALUATION PROCESS (Request for Proposals only)

The Proposal shall be concise and to the point. A letter format in sufficient detail to allow thorough evaluation and analysis is required. Proposals will be evaluated based on criteria determined to be appropriate by the City, which may include, but not necessarily limited to the following: a. Responses to the Request for Proposal for completeness to the requirements.

b. The quantity and locations of facilities. (If applicable)
c. Bidder's experience and ability.
d. Technical capability and project methodology.
e. Overall cost to the City. In no event will the City be limited to selecting a successful Bidder based solely upon total cost submitted.
f. References with demonstrated success with similar work to the Scope of Service.
g. Clarification, Exceptions or Deviations.
h. Credential/Resumes/Licenses/Certifications.
i. Contractor's ability to provide future maintenance, repair parts and/or services. j. Any other factors the City determines to be appropriate.

All Proposals/Bids/Quotes will be given thorough review. All contacts during the bidding process and review selection phase must contact the City's Purchasing Division Buyer. Attempts by the Bidder to contact any other the City representative may result in disqualification of the Bidder. All evaluation material will be considered confidential and not released until after award. The City reserves the right to split or make the award that is most advantageous to the City.

19.0 ORAL PRESENTATIONS

During the evaluation process, the City may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the City may have on a firm's Proposal. Not all firms may be asked to make such oral presentations.

20.0 AWARD OF CONTRACT

a. The award of the contract will be made to a responsive and responsible proposer whose Solicitation best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for Solicitation.

If the successful proposer refuses or fails to execute the contract, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer. b. The City reserves the right to reject any or all responses to this solicitation and to waive any informality or irregularity in this solicitation or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this solicitation, in the best interest of the City. The City reserves the right to request more information for clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process. This solicitation does not commit the City to award a contract, or to procure or contract for services or goods.

c. The award will be made, in whole or in part, to the responsive, responsible Bidder whose solicitation is most advantageous to the City; price, delivery, and other factors considered. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer.

d. The City reserves and may in its sole discretion, exercise any one or more of the following rights and options with respect to the solicitation selection:

1. To issue a notice of intent to contract and/or execute a contract for any or all of the items in any Solicitation, in whole or in part, as the City, in its sole discretion, determines to be in the City's best interest;
2. To discontinue negotiations with any applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the applicant, and to enter into negotiations with any other applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
3. To rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an applicant, and to issue or not issue a notice of intent to contract to the same or a different applicant and enter into negotiations with that applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
4. To elect not to enter into any contract with any applicant, whether or not a notice of Intent to Contract has been issued and with or without the reissuing the notice of contract opportunity, if the City determines that it is in the City's best interest to do so
5. To reject any or all offers, to waive any discrepancy, any irregularity, or technicality which the City deems reasonably correctable or otherwise not warranting rejection of the solicitation.
6. To split or make the award in any manner determined by the City to be most advantageous to the City.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The Proposals/Bids/Quotes of proposers found not to be qualified may be rejected.

21.0 BID PROTESTS

a. All protests shall be in writing and state that the bidder is submitting a formal protest, and the protesting vendor is responsible to assure the protest is received within the protest deadlines. If Purchasing does not receive the protest within one week of the opening of responses, the protest may be rejected. The mailing address for all protests, or the vendor may email the buyer, is:

Physical Address:
City of Oxnard City Hall
Purchasing Division
300 West 3rd St. 2nd. Floor
Oxnard, CA 93030

b. Failure to provide the following information could result in rejection of vendor's protest:

1. Company name, mailing address, phone number, and name of company individual responsible for submission of the protest.

2. Email address for communication, clarification, and disposition of the pending protest.

3. The City's bid number, bid title, closing date and proposed award date of the solicitation.

4. The specific action or decision protested.

5. The basis for the protest.

6. Indicate what relief or corrective action the City should make.

7. Vendor must demonstrate that every reasonable effort was made within the schedule provided for this protest to be resolved, and the basis of the protest during the process, including asking questions, seeking clarification, requesting addenda, and otherwise alerting the City to any perceived problems.

8. Protest letters must be signed by an authorized agent of the company or if send via email; the email must be sent by an authorized agent of the company.

c. Grounds for Protest - A formal protest must contain the following to be considered:

1. A specific identification of the statutory or regulatory provision(s), if applicable, that the alleged action is in violation.
2. A specific description of each act alleged to have violated the statutory or regulatory provision(s), in applicable.
3. A precise statement of the relevant facts and identification of the issue or issues needing addressed.
4. Complaints about events or decisions made before the Solicitation deadline. 5. Complaints that the Solicitation unduly constrains competition through improper minimum qualifications or specifications.

6. Complaints that the pre-bid conference was not fair or accessible. Please note that bidders must attend in person all mandatory pre-bid conferences.
7. Complaints that solicitation questions were not fully or properly addressed by the City. 8. Complaints that the solicitation did not provide adequate information or contained improper criteria.

22.0 OTHER TERMS AND CONDITIONS

The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. The City shall not be liable for any expenses incurred by any proposer prior to issuing the contract. The selected Consultant/vendor will be required to sign and be bound by a City Agreement ("Agreement"). Proposer must meet all insurance requirements found in the Agreement (Separate document).

23.0 LIVING WAGE POLICY (If applicable)

With certain exceptions, the City requires vendors to pay all employees who provide services under a City services agreement in accordance with the Living Wage Policy. That Policy is provided as an exhibit to the contract that is attached. Currently, vendors subject to the Policy must pay such employees at least $16.19 per hour for each hour that such employee provides services under the agreement, and that amount increases once a year. In addition, while the agreement is in effect, that vendor must provide such employees with no less than 96 hours of paid leave per calendar year. If this work requires the payment of both living wage and prevailing wages, the vendor will pay the higher of the two wages.

The City's Living Wage Policy is non-negotiable. Any bidder who submits a bid under this RFB has, by doing so, agrees to comply with the Policy.

24.0 PREVAILING WAGES (If applicable)

If the service performed in the RFB is considered a "public work" project, the services are subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The vendor and all of its subcontractors must pay wages in accordance with the determination of the Director of the DIR. Copies of these rates are on file with the Buyer and will be made available to any interested party on request. They are also available at http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. The vendor must post a copy of the DIR's rates at each job site. This work is subject to compliance monitoring and enforcement by the DIR. The vendor and its subcontractors must furnish certified payroll records directly to the Labor Commissioner. The vendor and its subcontractors are not qualified to bid on, be listed in a bid, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of bid submission. If this work requires the payment of both living wage and prevailing wages, the vendor will pay the higher of the two wages.

25.0 SMALL LOCAL BUSINESS PURCHASING PREFERENCE

a. The City offers a bidding preference for small local businesses. A "small local business" is defined as a business entity that meets all of the following criteria:

1. Has for at least 36 months immediately preceding submittal of its bid held a current City business license;
2. Has for at least 36 months immediately preceding submittal of its bid maintained within the City's geographic boundaries its principal business office (as defined below);
3. Has average annual gross receipts of $20 million or less over the 36 months immediately preceding submittal of its bid; and
4. Employs fewer than 100 employees.

b. Additionally, a small local business must certify one of the following:

1. At least 50 percent of its employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
2. If the bidder intends to hire employees and/or obtain subcontractors for the work, the bidder submits with its bid a certification confirming it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid that at least 50 percent of the labor hours devoted to performance of the contract will be provided by City residents. This option is only available for trade services or construction contracts.

c. A "principal business office" is defined as:

1. The place where the principal officers or owners generally transact business, to which reports are made, and from which orders and payments are made; and
2. The place which the business represents to government authorities as its principal office or principal place of business;

Please note that under City Code Section 4-2, you may be subject to an audit and may be required to provide proof of compliance with the requirements of the Section. You will be subject to penalties for falsely claiming to be a Small Local Business under the Section. More information is available at City Code Section 4-2.

If you wish to certify as a small local business, please submit the certification available in the bid document with the rest of your bid.

26.0 INVESTIGATIONS

The City may make such investigations as necessary to determine the ability of the bidder to perform the services as required. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that the bidder is qualified to carry out the obligations of the contract.

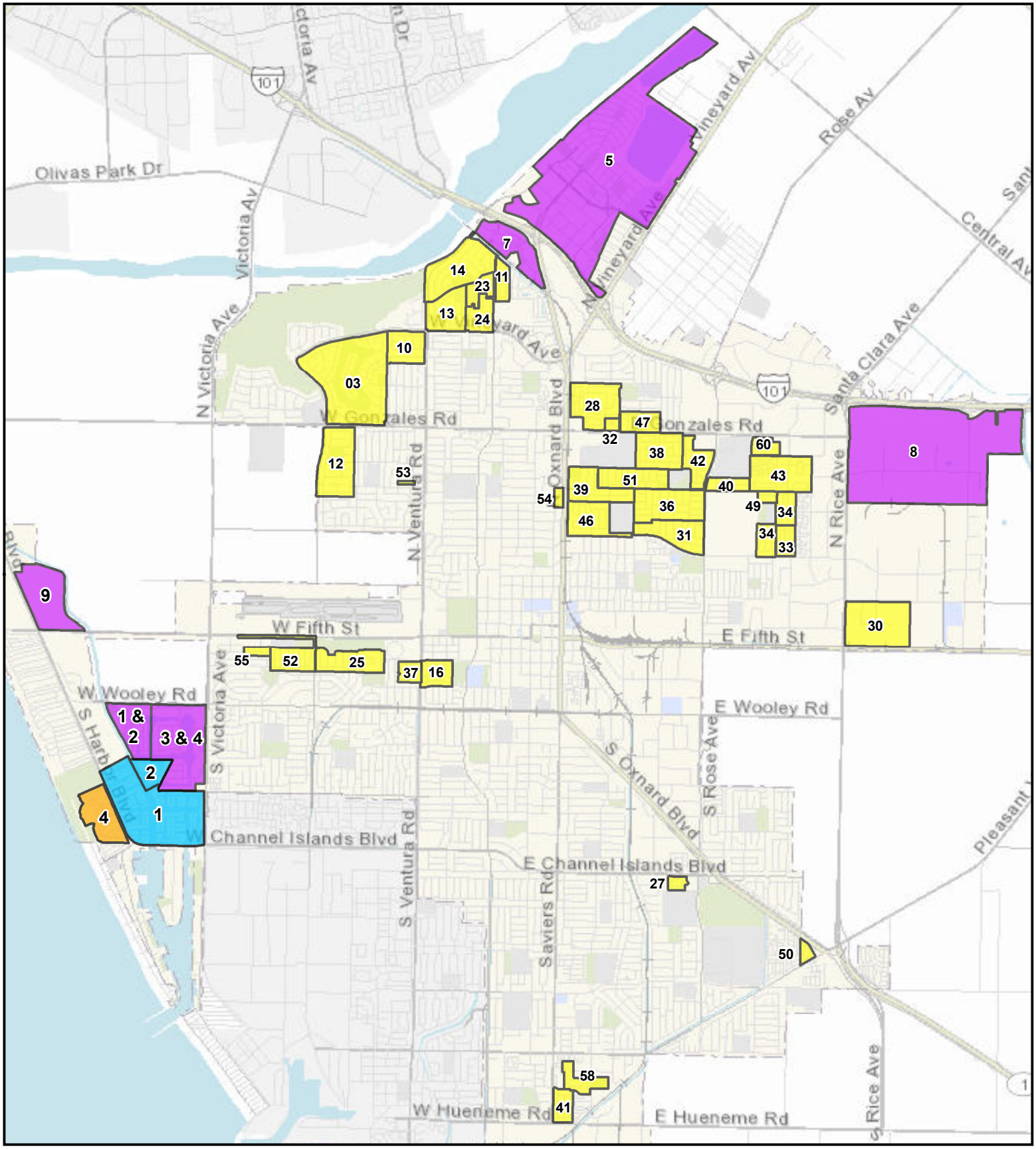
27.0 FEDERAL EXCLUSION LIST (If applicable)

If the award is federal or State funded, the potential bidder must go to the following website (https://www.sam.gov/portal/public/SAM) and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, awarded vendor must notify the City immediately if debarred at any time during the contract period.

28.0 USE BY OTHER POLITICAL ENTITIES

The Bidder agrees to extend the same pricing, terms, and conditions as stated in this procurement and ensuing Agreement to each and every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the Bidder; and the City shall in no way be responsible to the Bidder for other entities' purchases.

CITY OF OXNARD SPECIAL DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
March 2023

3,000 0 3,000 6,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

N W E S

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

District	FY23-24 (6 Months) FY24 ESTIMATED Total	FY24-25 (12 Months) FY25 ESTIMATED Total	FY25-26 (12 Months) FY26 ESTIMATED Total	FY26-27 (12 Months) FY27 ESTIMATED Total	FY27-28 (12 Months) FY28 ESTIMATED Total	FY28-29 (12 Months) FY29 ESTIMATED Total	FY29-30 (6 Months) FY30 ESTIMATED Total	5-Year Term Grand ESTIMATED Totals
LMD No. 3 (River Ridge)	$ 1,377.00	$ 2,795.00	$ 2,877.00	$ 2,960.00	$ 3,046.00	$ 3,133.00	$ 1,589.00	**$ 17,777.00**
MAD No. 4 (Mandalay Beach)	$ 1,377.00	$ 2,795.00	$ 2,877.00	$ 2,960.00	$ 3,046.00	$ 3,133.00	$ 1,589.00	**$ 17,777.00**
LMD No. 10 (Country Club Estates)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 11 (St. Tropez)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 12 (Standard Pacific)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 13 (Le Village)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 14 (California Cove)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 16 (California Lighthouse)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 23 (Greystone)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 24 (Vineyards)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 25 (Pointe)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 27 (Rose Island)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 28 (Harborside)	$ 1,377.00	$ 2,795.00	$ 2,877.00	$ 2,960.00	$ 3,046.00	$ 3,133.00	$ 1,589.00	**$ 17,777.00**
LMD No. 30 (Haas Automation)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 31 (Rancho De La Rosa)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 32 (Oak Park)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 33 (El Paso)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 34 (Sunrise Pointe & Sunset Cove)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	$ 1,377.00	$ 2,795.00	$ 2,877.00	$ 2,960.00	$ 3,046.00	$ 3,133.00	$ 1,589.00	**$ 17,777.00**
LMD No. 37 (Pacific Breeze)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 38 (Aldea Del Mar)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 39 (El Sueno Promesa) - 74.36%	$ 839.00	$ 1,703.00	$ 1,750.00	$ 1,801.00	$ 1,853.00	$ 1,906.00	$ 966.00	**$ 10,818.00**
LMD No. 39 (DR Horton/Seawinds) - 25.64%	$ 290.00	$ 587.00	$ 605.00	$ 621.00	$ 639.00	$ 659.00	$ 334.00	**$ 3,735.00**
LMD No. 40 (Cantada)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 41 (Pacific Cove)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 42 (Cantabria & Coronado)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 43 (Greenbelt)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 46 (Daily Ranch)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 47 (Sycamore Place)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 49 (Cameron Ranch)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 50 (Pleasant Valley Senior Housing)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 51 (Pfeiler)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 52 (Wingfield)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 53 (Huff Court)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 54 (Meadow Crest Villas)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 55 (Wingfield West)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 58 (Westwind)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
LMD No. 60 (Artisan)	$ 1,127.00	$ 2,287.00	$ 2,354.00	$ 2,422.00	$ 2,492.00	$ 2,562.00	$ 1,299.00	**$ 14,543.00**
WAD Zone 1 (Mandalay Bay) - 90.26%	$ 1,263.00	$ 2,533.00	$ 2,605.00	$ 2,679.00	$ 2,756.00	$ 2,836.00	$ 1,438.00	**$ 16,110.00**
WAD Zone 2 (Harbour Island) - 9.74%	$ 314.00	$ 353.00	$ 361.00	$ 369.00	$ 378.00	$ 386.00	$ 195.00	**$ 2,356.00**
CFD 2000-3 (Oxnard Boulevard/Highway 101)	$ 4,182.00	$ 8,483.00	$ 8,723.00	$ 8,969.00	$ 9,224.00	$ 9,484.00	$ 4,808.00	**$ 53,873.00**
CFD No. 1 (Westport Bonded)	$ 4,182.00	$ 8,483.00	$ 8,723.00	$ 8,969.00	$ 9,224.00	$ 9,484.00	$ 4,808.00	**$ 53,873.00**
CFD No. 2 (Westport)	$ 4,182.00	$ 8,483.00	$ 8,723.00	$ 8,969.00	$ 9,224.00	$ 9,484.00	$ 4,808.00	**$ 53,873.00**
CFD No. 3 (Seabridge Bonded)	$ 4,182.00	$ 8,483.00	$ 8,723.00	$ 8,969.00	$ 9,224.00	$ 9,484.00	$ 4,808.00	**$ 53,873.00**
CFD No. 4 (Seabridge)	$ 4,182.00	$ 8,483.00	$ 8,723.00	$ 8,969.00	$ 9,224.00	$ 9,484.00	$ 4,808.00	**$ 53,873.00**
CFD No. 5 (Riverpark)	$ 4,182.00	$ 8,483.00	$ 8,723.00	$ 8,969.00	$ 9,224.00	$ 9,484.00	$ 4,808.00	**$ 53,873.00**
CFD No. 8 (Sakioka Farms)	$ 4,182.00	$ 8,483.00	$ 8,723.00	$ 8,969.00	$ 9,224.00	$ 9,484.00	$ 4,808.00	**$ 53,873.00**
AD 2000-1 (Oxnard Boulevard/Highway 101)	$ 3,182.00	$ 6,453.00	$ 6,632.00	$ 6,815.00	$ 7,005.00	$ 7,199.00	$ 3,649.00	**$ 40,935.00**
AD 2001-1 (Series 2012 Refunding)	$ 3,182.00	$ 6,453.00	$ 6,632.00	$ 6,815.00	$ 7,005.00	$ 7,199.00	$ 3,649.00	**$ 40,935.00**
ESTIMATED TOTALS	**$ 79,916.00**	**$ 161,827.00**	**$ 166,482.00**	**$ 171,227.00**	**$ 176,132.00**	**$ 181,089.00**	**$ 91,811.00**	**$1,028,484.00**

Agreement 32400250 with NBS Government Finance Group for Special District Administrative, Professional, and Technical Services

Public Works & Transportation Committee, November 28, 2023

City Council, December 19, 2023

Eric L. Storrie
Special Districts Manager

CITY OF OXNARD CALIFORNIA

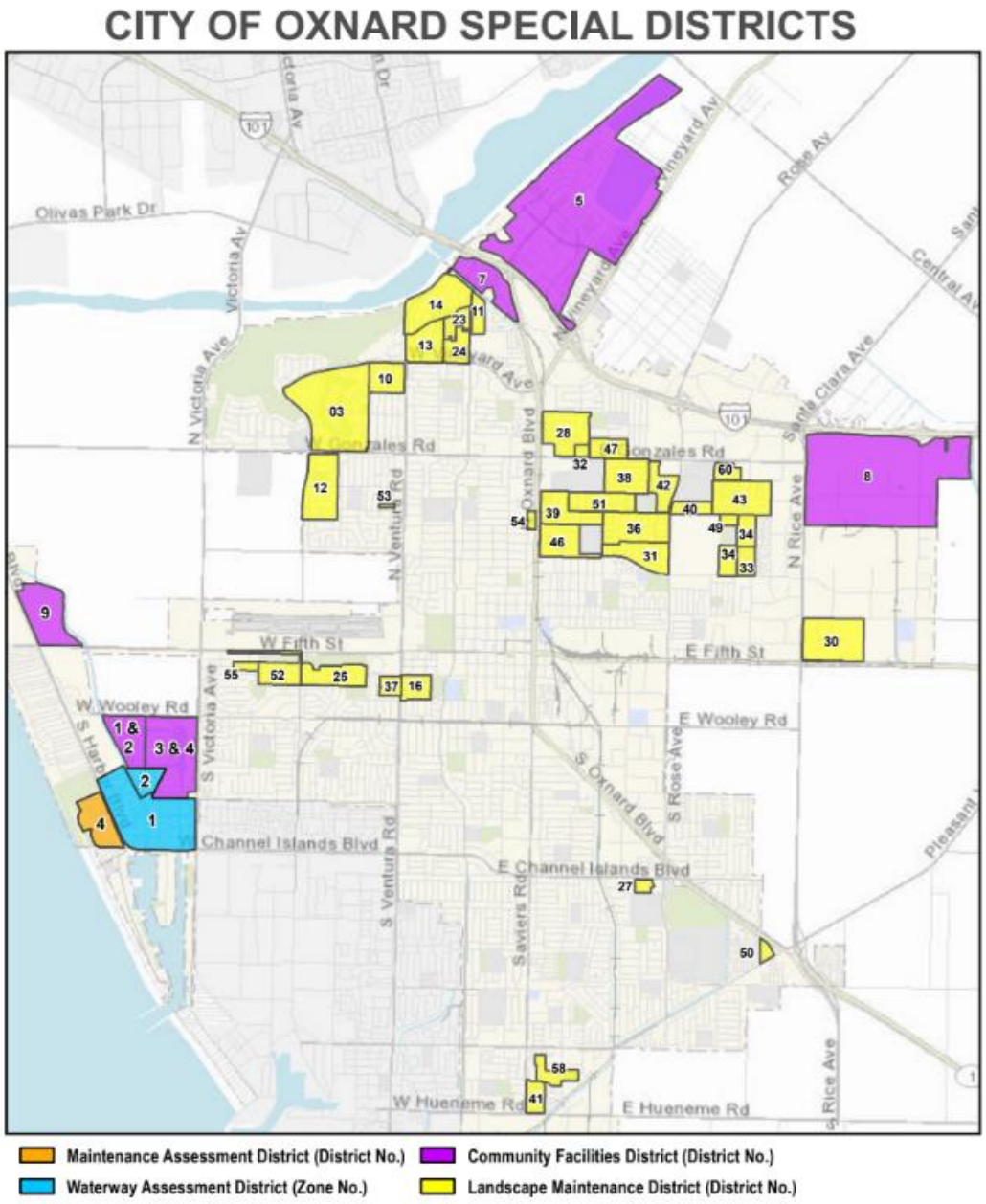
RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the Agreement with NBS Government Finance Group for ongoing administrative, professional, and technical services for the Special Districts Division in the amount not to exceed $1,028,484 for the maximum five year term of the Agreement, with the initial agreement term of three years, ending December 31, 2027, after which the Agreement may be extended for two additional one-year terms with a fully extended final term ending on December 31, 2029.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the Agreement with NBS Government Finance Group for ongoing administrative, professional, and technical services for the Special Districts Division in the amount not to exceed $1,028,484 for the maximum five year term of the Agreement, with the initial agreement term of three years, ending December 31, 2027, after which the Agreement may be extended for two additional one-year terms with a fully extended final term ending on December 31, 2029.

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD



More information can be found at:

oxnard.org/specialdistricts

- The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including bonded and non-bonded Community Facilities Districts ("CFDs"), Landscape Maintenance Districts ("LMDs"), Waterways Maintenance Assessment Districts ("WADs"), and a Maintenance Assessment District ("MAD-4").

- Each of these Special Districts have specific individual authorized services and improvements, including but not limited to: park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains.

- Properties within each District are assessed in an annual parcel charge for the purposes of maintaining the improvements and other authorized services, such as consulting, within their District.

- NBS Government Finance Group (“NBS”) specializes in the administration of California special financing districts and provides services such as database development, budget preparation, assessment computation, analysis, and engineer reports.

- Since 2017, the City contracted with NBS to provide administrative support to the Special Districts Division, such as budget preparation and the Engineer’s Report.

- On-call services are included to support Division operations.

- For example, when a resident is buying or selling a home and wants to know what the special tax payoff amount is for their APN. This is not a request that staff have the knowledge, skills, or abilities to answer and requires on-call administrative assistance from NBS.

- In February 2023, Special Districts entered into a negotiated sole source agreement with NBS for the administration of Special Districts while the solicitation for the long-term consulting services was developed and bid.

- The current agreement (32300207) expires on December 31, 2023.

- The Purchasing Department released a Request for Proposals (“RFP”) PW24-02 for Special Districts Administrative Professional and Technical Services on August 16, 2023 with a proposal due date of September 11, 2023.

- The RFP received a total of one (1) proposal (NBS)

- The proposal was reviewed by the Purchasing and the Special Districts staff with a determination that NBS met the requirements of the solicitation scoring criteria listed in RFP PW24-02.

- The evaluation method consisted of the following:
  - Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the City.
  - Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work.
  - Demonstrated technical competence and experience to perform the services or work requested in the RFP.
  - Past record of performance of similar work or service as determined by all available information.
  - Cost Proposal.

- Staff has confirmed that NBS meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State and staff believe the contractor is capable of satisfactorily providing services.

- All services provided will be based on available funding within the individual districts.

- As with all other on-call services, NBS will only be compensated for those services that are actually provided.

- This new Professional Services Agreement is a stand-alone agreement and not an extension of the previous Agreement and/or Amendments.

FINANCIAL IMPACT

- The total cost of this Agreement, if extended to its maximum allowable term of five (5) years, shall not exceed $1,028,484.

- Increases to the Contract price may be requested by the Contractor and cannot exceed a 3% increase year over year.

- The estimated spending plan for the remainder of Fiscal Year 2023-24 is $79,916 commencing January 1, 2024.

- Sufficient funds are included in the Adopted FY 2023-24 Operating Budget and subsequent fiscal years will be requested through the annual budget process.

CITY OF OXNARD CALIFORNIA

QUESTIONS