

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



AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
February 13, 2024
Regular Meeting - 5:00 to 6:30 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 879 7717 3357
3. Passcode: 435385

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

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. Follow Zoom details listed above.

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

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

- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the January 23, 2024, regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. City Manager Department

SUBJECT: Approval of Federal and State Lobbyist Agreements. (20 minutes)

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

1. Approve and authorize the Mayor to execute Agreement No. 32400402 with HROD, Inc., John R. O'Donnell, in an amount not to exceed \$208,000 over an initial three-year term for federal advocacy and lobbying professional services; and
2. Approve and authorize the Mayor to execute Agreement No. 32400408 with Michael J. Arnold and Associates, Inc., in an amount not to exceed \$180,000 over an initial three-year term for State of California advocacy and lobbying professional services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/504lXnm4RNo>

Contact: Alexander Nguyen, (805) 385-7430

2. Information Technology Department

SUBJECT: Third Amendment to Agreement 32300297 with Kore1 for IT Consulting and Recruiting Services. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Third Amendment to Professional Services Agreement 32300297 with Kore1 LLC to increase the value of the agreement from \$500,000 to \$950,000 through June 30, 2025, for information technology consulting and recruitment services.

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

Contact: Robert Ruben, (805)385-7554

3. Information Technology Department

SUBJECT: First Amendment to Agreement 32400125 with Hireclout for IT Consulting and Recruiting Services. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a First Amendment to Professional Services Agreement 32400125 with Hireclout, Inc. to increase the value of the agreement from \$200,000 to \$850,000 through June 30, 2025, for information technology consulting and recruitment services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/4HHTRe-iXmA>

Contact: Robert Ruben, (805)385-7554

4. Housing Department

SUBJECT: Approve a Sole Source Contract with John Stephen Lewis, LLC for Rent Stabilization Consulting Services. (10 minutes)

RECOMMENDATION: That the Finance & Governance Committee recommend that the City Council authorize the City Manager or his designee to execute a second amendment to Agreement Number 9676-22-CA with John Stephen Lewis, LLC, increasing the not to exceed amount from \$199,000 to \$249,000.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/GAPlzXFV5EM>

Contact: Emilio Ramirez, (805) 385-8094

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

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

DATE: February 13, 2024

TO: Finance & Governance Committee

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Finance & Governance Committee approve the minutes of the January 23, 2024, regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 01 23 2024 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
January 23, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:05 p.m., Chair John C. Zaragoza called to order the regular meeting of the Oxnard City Council Finance and Governance Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair John C. Zaragoza and Member Gabriel (Gabe) Teran were present in person. Member Gabriela Basua joined the meeting at 5:08 p.m.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the January 9, 2024, regular meeting as presented.

It was moved by Member Teran, seconded by Chair Zaragoza, to approve the Information/Consent item as presented. VOTE: Teran and Zaragoza voted in favor; the motion passed 2-0. Member Basua was absent during this vote.

D. REPORTS

1. City Attorney Department

SUBJECT: Council Procedures Manual Review.

RECOMMENDATION: That the Finance and Governance Committee initiate the periodic review of the Council Procedures Manual and provide direction to staff regarding possible revisions to the Manual.

Stephen M. Fischer, City Attorney was available to answer the Committee's questions. Public comment was received from Ronald Arruejo. Discussion ensued among the Committee and staff.

The Council began the review process of the procedures manual and provided direction to staff regarding possible revisions. This item will be brought back to Council at a future meeting for further review and discussion. No formal action was required at this time.

E. ITEMS FOR FUTURE AGENDAS

Member Teran requested for an update regarding the California State Auditor Report on the City of Oxnard's financial risk.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 6:06 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Chair



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: February 13, 2024

TO: Finance & Governance Committee

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Approval of Federal and State Lobbyist Agreements. (20 minutes)

RECOMMENDATION

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

1. Approve and authorize the Mayor to execute Agreement No. 32400402 with HROD, Inc., John R. O'Donnell, in an amount not to exceed \$208,000 over an initial three-year term for federal advocacy and lobbying professional services; and
2. Approve and authorize the Mayor to execute Agreement No. 32400408 with Michael J. Arnold and Associates, Inc., in an amount not to exceed \$180,000 over an initial three-year term for State of California advocacy and lobbying professional services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/504IXnm4RNo>

BACKGROUND

On December 6, 2023, the City's Purchasing Division released two Request for Proposals (RFP) for advocacy and lobbying services at the State of California (State) and federal levels to assist the City in developing and successfully pursuing its legislative priorities. The due date for RFP submission was January 8, 2024.

The City requires well-managed and financially sound legislative advocates with demonstrated skills and technical ability, high levels of customer service, and responsiveness to fulfill the requirements outlined in both RFPs.

The primary focus of the State and federal legislative advocate is to assist the City with its legislative priorities, including improving its efforts to influence legislation, capture revenues available to local government, and aid the City in identifying, applying for, and receiving competitive grants, earmarks, and other discretionary funding available to the City.

The City received two (2) proposals for the State RFP and four (4) proposals for the federal RFP. These were then reviewed by three staff members from the City Manager and the City Attorney's offices. The evaluation method used to determine the best-qualified consultant 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.

The City's current federal lobbyist contract with HROD, Inc., John R. O'Donnell (MMO Partners), and State lobbyist contract with Michael J. Arnold (Arnold and Associates) expired on January 13, 2024.

Federal

The City received a total of four (4) proposals for the federal RFP. Proposals were received from MMO Partners, Townsend Public Affairs, Best Best and Krieger, and Becker Lawyers. MMO Partners was selected as the most qualified firm to provide federal lobbying and advocacy services to the City, using the evaluation criteria listed in the RFP.

State

The City received a total of two (2) proposals for the State RFP from Arnold and Associates and Townsend Public Affairs. Arnold and Associates was selected as the most qualified firm for State lobbying and advocacy services to the City, using the evaluation criteria listed in the RFP.

STRATEGIC PRIORITIES

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

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

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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.

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 proposed agreement with MMO Partners is for a three-year period, with two (2) one-year renewals at the City Manager's option, in a not-to-exceed amount of five thousand eight hundred dollars (\$5,800) per month, or two hundred eighty thousand eight hundred dollars (\$208,800) for the initial three-year term. As in previous years, the cost of the federal agreement is to be spread between the City's non-departmental (1011001-53260), Water (6013600-53260), Wastewater (6113615-53260), and Environmental Resources (6313630-53260) legal advocacy funds.

The proposed agreement with Arnold and Associates is for a three-year period, with two (2) one-year renewals at the City Manager's option, in a not-to-exceed amount of five thousand dollars (\$5,000) per month, or one hundred eighty thousand dollars (\$180,000) for the initial three-year term. As with the federal agreement, the cost of the State agreement is to be spread between the City's non-departmental (1011001-53260), Water (6013600-53260), Wastewater (6113615-53260), and Environmental Resources (6313630-53260) legal advocacy funds.

Renewals for both agreements would be administered through the City's agreement amendment process.

Sufficient funds for both agreements are included in the Adopted FY 2023-24 Operating Budget; increases for subsequent fiscal years will be requested through the annual budget process. The total annual increase, as compared to the prior agreements, is \$16,200 (\$4,200 - MMO Partners & \$12,000 - Arnold & Associates).

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Agreement 32400402 (Federal).
2. Agreement 32400408 (State).
3. RFP 24-64 Professional Federal Lobbyist and Advocacy Services
4. RFP 24-65 Professional State of California Lobbyist and Advocacy Services
5. RFP Presentation - February 13, 2024.

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND HROD, INC., JOHN R. O'DONNELL**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of HROD, Inc., John R. O'Donnell ("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. **RECITALS** [Intentionally Omitted]

2. **SUMMARY DESCRIPTION OF SERVICES.** Consultant shall provide federal lobbying and advocacy services to the City.

3. **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

HROD, Inc., John R. O'Donnell ("CONSULTANT"), a C corporation incorporated in Washington, DC, located at 101 Constitution Ave NW Suite 825 East, Washington, DC 20001

4. **TERM OF AGREEMENT:** From: March 5, 2024 To : March 5, 2027

4.1 Time is of the essence in this Agreement.

4.2 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.

4.3 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 12 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 22 of this Agreement.

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

5. AGREEMENT AMOUNT NOT TO EXCEED: \$5,800 per month, or \$208,800 for the term of this Agreement.

6. 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-B
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

7. 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: Alexander Nguyen
Title: City Manager
Phone: (805) 385-8017
Email: alexander.nguyen@oxnard.org
Mailing Address (if differs from above):

Name: John R. O'Donnell
Title: Managing Partner
Phone: (202) 897-2271
Email: jod@mmodc.com
Mailing Address (if differs from above):

8. CONTRACTUAL PREREQUISITES.

8.1 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.

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

8.3 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.

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

8.5 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.

9. CONSULTANT'S SERVICES.

9.1 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 4 of this Agreement.

9.2 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.

10. 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 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. 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.

11.1 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.

11.2 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.

11.3 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.

11.4 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.

12. 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 4.2 and 4.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years.

13. 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.

14. 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 22 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.

15. FEDERAL FUNDING/GRANT REQUIREMENTS RIDER [RESERVED]

16. 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, subconsultants, 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, subconsultants, or employees are in any manner agents, subconsultants, or employees of CITY.

17. 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.

18. 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.

19. STANDARD OF PERFORMANCE; WARRANTY

19.1 Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to CITY PROJECT MANAGER, or his designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

19.2 In accordance with the standard of care set forth in the first sentence of Section 19.1, the Consultant agrees that it:

- (1) Has thoroughly reviewed and considered the services and work to be performed;
- (2) Has reviewed the issues regarding the scope of services to be provided;
- (3) Has carefully considered how the services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. 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.

20.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

20.7. 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.

21. 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.

22. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 Except as set forth in Subsection 23.3 of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, (but not including the City's construction contractors or other consultants) and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City 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. If it is finally adjudicated that liability was caused by the

negligence or 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 Subsection 23.1 and 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 City 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 shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees, or any other party for whom Consultant is not legally liable.

23.4 The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of Section 23, inclusive shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

23.5 The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

23.6 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 [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. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

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. 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.

33. CARE OF WORK

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS

Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the services required by this Agreement.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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 or electronic 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.

47. 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.

48. 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.

49. 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 4 and upon signature of all Parties.

CITY OF OXNARD

HROD, INC., JOHN R. O'DONNELL

☐ John C. Zaragoza, Mayor¹ _____ Date _____

John R. O'Donnell, _____, Date _____
Managing Partner

☐ Jennifer Yates, Purchasing Manager²

Kyriakos Pagonis, ³ _____ Date _____
Senior Associate

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.

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and HROD, Inc., John R. O'Donnell)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Adam Smith, (805) 385-3918, adam.smith@oxnard.org

Consultant shall provide professional federal lobbying and advocacy services for the City.

The contract consists of furnishing all labor, materials, equipment, tools, supervision, and any other facilities to assist the City of Oxnard in accomplishing its federal legislative goals. Consultant shall advocate for the following federal legislative priority areas as described, or in similar areas:

1. Completion of remaining 3.3 miles of the six-mile-long Santa Clara River (SCR) levee system to provide necessary flood protection;
2. Construction of new ultrapure recycled water aquifer storage and recovery wells;
3. Fully remediating Superfund site Halaco Engineering, Inc.; and
4. Mandalay Seawalls repair and replacement.

Quarterly Summary Report

The Consultant shall provide a Quarterly Summary Report and any timely, time-sensitive memos as needed to the City Manager's Office. The report shall include, but is not limited to:

1. Advocacy services and efforts to influence the outcome of legislative and administrative actions affecting the interests of the City;
2. Inform the City of all State executive proposals, legislation of special interest, proposed and adopted administrative rules and/or regulations, and other developments in Washington, D.C.;
3. Information and data pertaining to various federal issues and programs of interest to the City; and
4. Efforts at lobbying for City-sponsored legislation and specific bills as directed by the City Manager's Office.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and HROD, Inc., John R. O'Donnell)**

SCHEDULE OF COMPENSATION

Consultant shall provide the services as described in Exhibit A for a total of five thousand eight hundred dollars (\$5,800) per month, or two hundred eight thousand eight hundred dollars (\$208,800) for the initial three-year term.

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and HROD, Inc., John R. O'Donnell)

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.

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT 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. 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 affecting coverage required by this Exhibit INS-B. 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

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 by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B 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 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

Agreement No. 32400402

City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ SE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage: ☐ Per Occurrence ☐ Per Claim _____ (which)	
TYPE OF INSURANCE		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
Claims Made Retroactive Date _____ Occurrence			
COVERAGES			
LIABILITY LIMITS IN THOUSANDS \$			
EACH OCCURRENCE		AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:			
a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or			
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			

CITY OF OXNARD % 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 _____ <i>(original signature required)</i> Telephone: () Date Signed _____
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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:			
a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or			
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			

CITY OF OXNARD % 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 HROD, Inc., John R. O'Donnell)**

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.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Michael J. Arnold and Associates, Inc.)

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.

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND MICHAEL J. ARNOLD AND ASSOCIATES, INC.**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Michael J. Arnold and Associates, Inc. ("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. RECITALS [Intentionally Omitted]

2. SUMMARY DESCRIPTION OF SERVICES. Consultant shall provide State of California lobbying and advocacy services to the City.

3. 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

Michael J. Arnold and Associates, Inc. ("CONSULTANT"), a corporation of the State of California, located at 1127 11th St #820, Sacramento, CA 95814

4. TERM OF AGREEMENT: From: March 5, 2024 To : March 5, 2027

4.1 Time is of the essence in this Agreement.

4.2 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.

4.3 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.

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

5. AGREEMENT AMOUNT NOT TO EXCEED: \$5,000 per month, or \$180,000 for the term of this Agreement.

6. 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-B
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

7. 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: Alexander Nguyen
Title: City Manager
Phone: (805) 385-8017
Email: alexander.nguyen@oxnard.org
Mailing Address (if differs from above):

Name: Michael J. Arnold
Title: President
Phone: (916) 446-2646
Email: marnold@mjarnold.com
Mailing Address (if differs from above):

8. CONTRACTUAL PREREQUISITES.

8.1 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.

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

8.3 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.

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

8.5 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.

9. CONSULTANT'S SERVICES.

9.1 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 4 of this Agreement.

9.2 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.

10. 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 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. 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.

11.1 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.

11.2 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.

11.3 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.

11.4 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.

12. 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 4.2 and 4.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years.

13. 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.

14. 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 22 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.

15. FEDERAL FUNDING/GRANT REQUIREMENTS RIDER [RESERVED]

16. 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, subconsultants, 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, subconsultants, or employees are in any manner agents, subconsultants, or employees of CITY.

17. 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.

18. 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.

19. STANDARD OF PERFORMANCE; WARRANTY

19.1 Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to CITY PROJECT MANAGER, or his designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

19.2 In accordance with the standard of care set forth in the first sentence of Section 19.1, the Consultant agrees that it:

- (1) Has thoroughly reviewed and considered the services and work to be performed;
- (2) Has reviewed the issues regarding the scope of services to be provided;
- (3) Has carefully considered how the services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. 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.

20.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

20.7. 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.

21. 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.

22. 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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 Except as set forth in Subsection 23.3 of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, (but not including the City's construction contractors or other consultants) and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City 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. If it is finally adjudicated that liability was caused by the negligence or 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 Subsection 23.1 and 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 City 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 shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees, or any other party for whom Consultant is not legally liable.

23.4 The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of Section 23, inclusive shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

23.5 The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

23.6 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 [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. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

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. 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.

33. CARE OF WORK

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS

Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the services required by this Agreement.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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 or electronic 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.

47. 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.

48. 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.

49. 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 4 and upon signature of all Parties.

CITY OF OXNARD

Michael J. Arnold and Associates, Inc.

☐ John C. Zaragoza, Mayor¹ _____ Date

Michael J. Arnold,
President _____ Date

☐ Jennifer Yates, Purchasing Manager² _____

Kristi Foy, ³
Vice President _____ 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.

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Michael J. Arnold and Associates, Inc.)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Adam Smith, (805) 385-3918, adam.smith@oxnard.org

Consultant shall provide professional State of California lobbying and advocacy services for the City.

The contract consists of furnishing all labor, materials, equipment, tools, supervision, and any other facilities to assist the City of Oxnard in accomplishing its State legislative goals. Consultant shall advocate for the following State legislative priority areas as described, or in similar areas:

1. Channel Islands Harbor water quality;
2. Construction of new ultrapure recycled water aquifer storage and recovery wells;
3. Direct funding to local governments to address the homeless crisis;
4. Mandalay Seawalls repair and replacement; and
5. Support the passage of AB 1168 relating to emergency medical services.

Quarterly Summary Report

The Consultant shall provide a Quarterly Summary Report and any timely, time-sensitive memos as needed to the City Manager's Office. The report shall include, but is not limited to:

1. Advocacy services and efforts to influence the outcome of legislative and administrative actions affecting the interests of the City.
2. Inform the City of all State executive proposals, legislation of special interest, proposed and adopted administrative rules and/or regulations, and other developments in Sacramento, CA.
3. Information and data pertaining to various State issues and programs of interest to the City.
4. Efforts at lobbying for City-sponsored legislation and specific bills as directed by the City Manager's Office.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Michael J. Arnold and Associates, Inc.)**

SCHEDULE OF COMPENSATION

Consultant shall provide the services as described in Exhibit A for a total of five thousand dollars (\$5,000) per month, or one hundred eighty thousand dollars (\$180,000) for the initial three-year term.

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Michael J. Arnold and Associates, Inc.)

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.

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT 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. 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 affecting coverage required by this Exhibit INS-B. 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

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 by either party, or reduced in coverage or limits without 30 days’ prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains “best effort” modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B 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 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

Agreement No. 32400408

City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits

☐ In Addition to Limits

NAMED INSURED

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

TYPE OF INSURANCE

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

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

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

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.
CLAIMS:
Name: _____
Address: _____
Telephone: _____

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

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

22

60

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 _____ <i>(original signature required)</i> Telephone: () Date Signed _____
--	---

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

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.

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 Michael J. Arnold and Associates, Inc.)**

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.

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Michael J. Arnold and Associates, Inc.)

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.



City of Oxnard Request for Proposals RFP #24-64

Professional Federal Lobbyist and
Advocacy Services for the City of
Oxnard

Bid Close Date: 01/08/24
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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- 1.0 Timeline of Events
- 2.0 Background of the City of Oxnard
- 3.0 Period of Performance
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B. PROPOSAL GUIDELINES

- Tab A – Proposal Checklist
- Tab B – Acknowledgement
- 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 for carefully examining the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
December 6, 2023	Release of Solicitation
December 20, 2023	Last day for Questions by Proposers Proposer inquiries must be submitted online: Public Purchase website.
January 9, 2024	Submission of the Proposal is to be uploaded to the Public Purchase website at or before 2:00 p.m. local time. https://www.publicpurchase.com
January 10-12, 2024	Review of Proposals
January 16, 2024, to January 18, 2024	Proposer Presentations (if necessary)
January 22, 2024, to January 26, 2024	Agreement Development/Negotiations
February 13, 2024	Finance and Governance Committee approval
March 4, 2024	City Council approval
March 5, 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 March 5, 2024, or effective upon signature of an Agreement by both parties, through March 5, 2027, unless terminated earlier. 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 Professional Federal Lobbyist and Advocacy Services for the City of Oxnard.

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. **10 points.**
2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work. **15 points.**

3. Demonstrated technical competence and experience to perform the services or work requested in the RFP. **15 points.**
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. **30 points.**
5. Cost Proposal. **30 points.**

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 (<i>this page</i>)	_____
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/consultant 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/consultant; 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/consultant, 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 who 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.

The contract consists of furnishing all labor, materials, equipment, tools, supervision, and any other facilities to assist the City of Oxnard in accomplishing its federal legislative goals. Consultant shall demonstrate proficiency in advocating for the following federal legislative priority areas as described, or in similar areas:

1. Completion of remaining 3.3 miles of the six-mile-long Santa Clara River (SCR) levee system to provide necessary flood protection;
2. Construction of new ultrapure recycled water aquifer storage and recovery wells;
3. Fully remediating Superfund site Halaco Engineering, Inc.; and
4. Mandalay Seawalls repair and replacement.

Proposers must address all points in this section. All responses are in an 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 ensuring successful lobbying and advocacy for the City's federal legislative priority areas.

PROPOSER'S RESPONSE:

2. Provide like or similar examples of past success in lobbying for each of the City's legislative priorities.

PROPOSER'S RESPONSE:

3. Reporting Requirements

Quarterly Summary Report.

The Consultant shall provide a Quarterly Summary Report and any timely, time-sensitive memos as needed to the City Manager's Office. The report shall include, but is not limited to:

1. Advocacy services and efforts to influence the outcome of legislative and administrative actions affecting the interests of the City.

2. Inform the City of all federal executive proposals, legislation of special interest, proposed and adopted administrative rules and/or regulations, and other developments in Washington, D.C.
3. Information and data pertaining to various federal issues and programs of interest to the City.
4. Efforts at lobbying for City-sponsored legislation and specific bills as directed by the City Manager's Office.

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

The City seeks to engage and contract for Professional Federal Lobbyist and Advocacy Services for a fixed fee schedule for services performed. Provide a rate proposal based on a monthly payment amount.

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	_____	_____



City of Oxnard Request for Proposals RFP #24-65

Professional State of California
Lobbyist and Advocacy Services for the
City of Oxnard

Bid Close Date: 01/08/24
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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A. SOLICITATION INTRODUCTION

- 1.0 Timeline of Events
- 2.0 Background of the City of Oxnard
- 3.0 Period of Performance
- 4.0 Introduction
- 5.0 Evaluation Method

B. PROPOSAL GUIDELINES

- Tab A – Proposal Checklist
- Tab B – Acknowledgement
- 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 for carefully examining the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
December 6, 2023	Release of Solicitation
December 20, 2023	Last day for Questions by Proposers Proposer inquiries must be submitted online: Public Purchase website.
January 9, 2024	Submission of the Proposal is to be uploaded to the Public Purchase website at or before 2:00 p.m. local time. https://www.publicpurchase.com
January 10-12, 2024	Review of Proposals
January 16, 2024, to January 18, 2024	Proposer Presentations (if necessary)
January 22, 2024, to January 26, 2024	Agreement Development/Negotiations
February 13, 2024	Finance and Governance Committee approval
March 4, 2024	City Council approval
March 5, 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 March 5, 2024, or effective upon signature of an Agreement by both parties, through March 5, 2027, unless terminated earlier. 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 Professional State of California Lobbyist and Advocacy Services for the City of Oxnard.

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. **10 points.**

2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work. **15 points.**
3. Demonstrated technical competence and experience to perform the services or work requested in the RFP. **15 points.**
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. **30 points.**
5. Cost Proposal. **30 points.**

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 (<i>this page</i>)	_____
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/consultant 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/consultant; 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/consultant, 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 who 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.

The contract consists of furnishing all labor, materials, equipment, tools, supervision, and any other facilities to assist the City of Oxnard in accomplishing its State legislative goals. Consultant shall demonstrate proficiency in advocating for the following State legislative priority areas as described or in similar areas:

1. Channel Islands Harbor water quality;
2. Construction of new ultrapure recycled water aquifer storage and recovery wells;
3. Direct funding to local governments to address the homeless crisis;
4. Mandalay Seawalls repair and replacement; and
5. Support the passage of AB 1168 relating to emergency medical services.

Proposers must address all points in this section. All responses are in an 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 ensuring successful lobbying and advocacy for the City's State legislative priority areas.

PROPOSER'S RESPONSE:

2. Provide like or similar examples of past success in lobbying for each of the City's legislative priorities.

PROPOSER'S RESPONSE:

3. Reporting Requirements.

Quarterly Summary Report.

The Consultant shall provide a Quarterly Summary Report and any timely, time-sensitive memos as needed to the City Manager's Office. The report shall include, but is not limited to:

1. Advocacy services and efforts to influence the outcome of legislative and

- administrative actions affecting the interests of the City.
2. Inform the City of all State executive proposals, legislation of special interest, proposed and adopted administrative rules and/or regulations, and other developments in Sacramento, CA.
 3. Information and data pertaining to various State issues and programs of interest to the City.
 4. Efforts at lobbying for City-sponsored legislation and specific bills as directed by the City Manager's Office.

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

The City seeks to engage and contract for Professional State Lobbyist and Advocacy Services for a fixed fee schedule for services performed. Provide a rate proposal based on a monthly payment amount.

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	_____	_____
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Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____

Approval of Federal & State of California Lobbyist Agreements

Finance & Governance Committee
February 13, 2024

City Council
March 4, 2024

Adam Smith, Project Manager



RECOMMENDATION

2

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

1. Approve and authorize the Mayor to execute the Agreement No. 32400402 with HROD, Inc., John R. O'Donnell for federal advocacy and lobbying professional services; and
2. Approve and authorize the Mayor to execute the Agreement No. 32400408 with Michael J. Arnold for State of California advocacy and lobbying professional services

- On December 6, 2023, the City's Purchasing Division released two Request for Proposals (RFP) for advocacy and lobbying services at the State of California (State) and federal levels
- The due date for RFP submission was January 8, 2024
- The City's current federal lobbyist contract with HROD, Inc., John R. O'Donnell (MMO Partners), and State lobbyist contract with Michael J. Arnold (Arnold and Associates) expired on January 13, 2024

- The City requires well-managed and financially sound legislative advocates with demonstrated skills and technical ability, high levels of customer service, and responsiveness to fulfill the requirements outlined in both RFPs
- The City received two (2) proposals for the State RFP and four (4) proposals for the federal RFP
- The evaluation method used to determine the best-qualified consultant 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

FEDERAL

- The City received a total of four (4) proposals for the federal RFP
- MMO Partners, Townsend Public Affairs, Best Best and Krieger, and Becker Lawyers
- MMO Partners was selected as the most qualified firm to provide federal lobbying and advocacy services to the City, using the evaluation criteria listed in the RFP

- The proposed agreement with MMO Partners is for a three-year period, with two 1-year renewals at the City's Manager's option
- Not-to-exceed amount of \$5,800 per month, or \$208,800 for the initial three-year term
- Renewals would be administered through the amendment process

STATE

- The City received a total of two (2) proposals for the State RFP
- Arnold & Associates and Townsend Public Affairs
- Arnold & Associates was selected as the most qualified firm for State lobbying and advocacy services to the City, using the evaluation criteria listed in the RFP

- The proposed agreement with Arnold & Associates is for a three-year period with two 1-year renewals at the City's Manager's option
- Not-to-exceed amount of \$5,000 per month, or \$180,000 for the initial three-year term
- Renewals would be administered through the amendment process

FINANCIAL IMPACT

10

- Proposed agreements are both for a three-year period, with two (2) one-year renewals at the City Manager's option
- As in previous years, the cost of the federal agreement is to be spread between the City's non-departmental, Water, Wastewater, and Environmental Resources legal advocacy funds
- Sufficient funds for both agreements are included in the Adopted FY 2023-24 Operating Budget; increases for future fiscal years will be requested through the annual budget process
- The total annual increase, as compared to the prior agreements, is \$16,200 (\$4,200 - MMO Partners & \$12,000 - Arnold & Associates)

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

1. Approve and authorize the Mayor to execute the Agreement No. 32400402 with HROD, Inc., John R. O'Donnell for federal advocacy and lobbying professional services; and
2. Approve and authorize the Mayor to execute the Agreement No. 32400408 with Michael J. Arnold for State of California advocacy and lobbying professional services



THE END



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: February 13, 2024

TO: Finance & Governance Committee

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

SUBJECT: Third Amendment to Agreement 32300297 with Kore1 for IT Consulting and Recruiting Services. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Third Amendment to Professional Services Agreement 32300297 with Kore1 LLC to increase the value of the agreement from \$500,000 to \$950,000 through June 30, 2025, for information technology consulting and recruitment services.

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

BACKGROUND

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

Since entering into an agreement with the City on March 1, 2023, the vendor has provided the IT Department with several IT professionals who have played critical roles in working with existing staff to gather requirements, design solutions, build test and implement several technology projects throughout the City. Of the over 30 projects on IT's FY23-24 project list spanning across various departments including Police, Fire, Public Works and Billing and Licensing, more than half have either been completed or have progressed beyond the initial stages, which could not have been accomplished without the Kore1 staffing. These projects include remediating several key audit findings from prior years.

In July 2023, Council approved extending the contract amount with the vendor from \$200,000 to \$500,000. As of January 2024, the professional services rendered by the vendor amount to approximately \$325,000. It is important that the IT Department be able to have uninterrupted access to the vendor's services for the remainder of the current fiscal year and may need to do so in the next fiscal year as well.

The IT Department is also actively recruiting to fill its vacancies. The vendor has the ability to search and locate professionals from a wide pool of applicants, spanning many localities and industries. The consultants

who have been working on many of the department's projects are themselves able to apply for the vacant positions and become employees of the City. Having the uninterrupted services of the vendor allows the IT Department to fill some of its extremely important vacant positions necessary to continue providing technology services to City staff, residents and businesses.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient funding available from Measure O in the FY 2023-24 Adopted Budget. Funding for FY 2024-25 will be included in the recommended budget of the Information Technology Fund. The estimated spending plan by fiscal year and funding source is as follows:

	FY 2023-24	FY 2024-25
Measure O (Fund 104)	\$600,000	\$0
Information Technology (Fund 731)	\$0	\$350,000
Total	\$600,000	\$350,000

For Finance Use Only: Measure O (Org. 1041801 Obj. 53200) Project M2402; Information Technology Fund (Org. 7311801 Obj. 53200)

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Kore1 Third Amendment 32300297
2. Kore1 Second Amendment
3. Kore1 First Amendment
4. Kore1 Agreement
5. Presentation

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 12th day of January 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Kore1, LLC, (“Kore1”, or “Consultant”). This Third Amendment amends the Second Amendment entered into on July 12, 2023 which further amended the First Amendment entered into on June 12, 2023 which further amended the Agreement entered into on March 22, 2023 by City and Consultant.

City and Consultant agree as follows:

1. The amount listed in Section 6 of the Cover Page of the Agreement is amended from “\$500,000” to “\$950,000.”
2. Section 5 of the Cover Page of the Agreement is amended from an agreement ending date of “12/31/2024” to “6/30/2025”.
3. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on the next page]

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

CITY OF OXNARD

Kore1, LLC

John Zaragoza, Mayor

Date

DocuSigned by:

Steve Charles

Steve Charles, CEO

2/7/2024 | 7:25 AM PST

Date

DocuSigned by:

Thomas Kenaley

Thomas Kenaley, CSO

2/6/2024 | 9:47 AM PST

Date

ATTEST:

Rose Chaparro, City Clerk

Date

APPROVED AS TO FORM:

DocuSigned by:

Jason Zaragoza

Stephen M. Fischer, City
Attorney

2/6/2024 | 2:19 PM PST

Date

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

City and Consultant agree as follows:

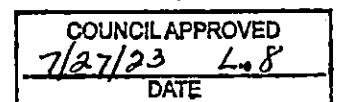
1. The amount listed in Section 6 of the Cover Page of the Agreement is amended from "\$200,000" to "\$500,000."

2. Section 3 is hereby added to the "Fees Exhibit" to read as follows:

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

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

[Signatures on the next page]



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

CITY OF OXNARD

Kore1, LLC

 7-27-23
John C. Zaragoza, Mayor Date

DocuSigned by:
Steve Charles 7/19/2023 | 9:41 AM PDT
1BCF7DC3F64540E... , O Date

DocuSigned by:
Tom Kenaley 7/19/2023 | 7:14 AM PD
1CD9EAA43E9446F... , CSO Date

ATTEST:

 7/31/23
Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:
Jason Zaragoza 7/18/2023 | 5:10 PM PDT
4A5CF92A09404C9... r, City Date
Attorney

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

NOW Therefore City and Vendor agree as follows:

1. The value of this Agreement is increased from \$100,000 to \$200,000.
2. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
3. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD

Kore1, LLC

DocuSigned by:
Jennifer Yates 6/16/2023 | 7:52 AM PDT
Jennifer Yates, Purchasing Manager Date

DocuSigned by:
Steve Quarles 6/16/2023 | 1:48 AM PDT
Steve Quarles, CEO Date

DocuSigned by:
Tom Kenaley 6/15/2023 | 3:51 PM PDT
Thomas Kenaley, CSO Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:
Jason Zaragoza 6/15/2023 | 3:50 PM PDT
Stephen M. Fischer, City Attorney Date

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

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

FOR CONSULTANT:

530 Technology Dr. #150
Irvine, CA 92618

Attn: Tom Kenaley

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

tomk@kore1.com

FOR CITY:

300 W 3rd St.
Oxnard, CA 93030

Attn: Clif Brady

CITY'S PROJECT MANAGER:

Clif.Brady@oxnard.org

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

- X** Scope of Services Exhibit
- X** Fees Exhibit
- X** Insurance Exhibit (INS-B)
- X** Exhibit B

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org. City will pay Consultant Direct Hire Fees and fees for Contract Services provided pursuant to this Agreement and any applicable Work Order, and shall reimburse Consultant for all pre-authorized incidental expenses incurred in providing said services. Payments not made in accordance with this Agreement or the applicable Work Order, as applicable, shall incur interest on the outstanding balance of at the lesser of 1.5% per month or the maximum rate allowed by law. Notwithstanding anything herein to the contrary, Consultant expressly reserves the right to cease providing services if any payment is not timely made. City agrees to pay all applicable sales, use, excise, and other value added taxes. Invoices are payable to: Consultant Professionals LLC, P.O. Box 80632, City of Industry, CA 91716-8412, (ACH instructions shall be sent under separate cover). City acknowledges and agrees that it has no legal or equitable defense for failure to pay any fees or invoiced time, including, but not limited to, any rights of offset.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

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

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

10. Personnel. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

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

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

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

14. Hold Harmless, Defense and Indemnity.

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

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

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

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

16. Documents and Materials.

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

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

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

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials.

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

17. Confidentiality of Information

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

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

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

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

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

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

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in

such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

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

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

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

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

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

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

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

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

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

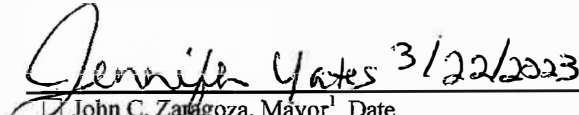
In all cases, any claim by City must be brought within twelve (12) months after the occurrence of the alleged act or omission otherwise such claim will be barred.

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

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

CITY OF OXNARD

[SERVICE PROVIDER]


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

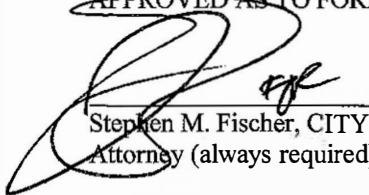
Steve Quarles, CEO Date

Date

ATTEST:

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

APPROVED AS TO FORM:


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

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

The City requires the following for any contract:

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

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

Agreement No. 32300297

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

CITY OF OXNARD

[SERVICE PROVIDER]

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

A. Direct Hire/Contingent Search Services

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

B. Contract Services

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

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

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

FEES EXHIBIT

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

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

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

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

EXHIBIT B

California -- Meal and Rest Periods for Kore1 Employees

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

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

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

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

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

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

Employees who waive their meal period and then end up working more than 6 hours (5.59) may be subject to disciplinary action in accordance with the disciplinary process outlined above. Client shall be solely responsible for ensuring all meal and break periods are lawfully complied with and shall defend, indemnify, and hold KORE1 harmless for any violation of the same in accordance with Section C.3. of the Agreement.

Third Amendment to Kore 1 Professional Services Agreement for IT Recruitment Services

Finance & Governance Committee

February 13, 2024

Rob Ruben, CIO

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Kore1 Professional Services Agreement 32300297 to extend its value to \$950,000 through June 30, 2025 for Information Technology consulting and recruitment services.

- City and vendor entered into a recruitment agreement in March 2023 for recruitment services of IT personnel
- In July 2023, Council extended the contract amount with the vendor to \$500,000
- Challenges remain in the recruitment and hiring of personnel throughout the nation and this is especially true for finding technology talent
- Vendor's services are required to aid the IT department in finding qualified personnel to fill urgently-needed vacant positions within the department to continue serving the needs of the City, its residents and its businesses

- In the current fiscal year, the IT department has been working on over 30 technology projects including remediation efforts to address several key audit findings from prior years
- These projects span across various departments to include Police, Fire, Public Works and Billing and Licensing
- The consultants have played critical roles in working with existing staff to gather requirements, design solutions, build, test and implement several of these projects
- Over half of the department's projects have either been completed or have progressed beyond the initial stages, which could not have been accomplished without the Kore1 staffing

- This amendment supports uninterrupted use of the vendor's services in filling needed personnel to continue with implementation of technology projects
- Funds for this expenditure are budgeted in the IT department's FY 23-24 budget and no further appropriations are needed
- FY 24-25 expenditures will be administered according to the department's approved budget for that year

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Kore1 Professional Services Agreement 32300297 to extend its value to \$950,000 through June 30, 2025 for Information Technology consulting and recruitment services.



QUESTIONS



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: February 13, 2024

TO: Finance & Governance Committee

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

SUBJECT: First Amendment to Agreement 32400125 with Hireclout for IT Consulting and Recruiting Services. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a First Amendment to Professional Services Agreement 32400125 with Hireclout, Inc. to increase the value of the agreement from \$200,000 to \$850,000 through June 30, 2025, for information technology consulting and recruitment services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/4HHTRe-iXmA>

BACKGROUND

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

Since entering into an agreement with the City in August 2023, the vendor has provided the IT Department with several IT professionals who have played critical roles in working with existing staff to gather requirements, design solutions, build test and implement several technology projects throughout the City. Of the over 30 projects on IT's FY23-24 project list spanning across various departments including Police, Fire, Public Works and Billing and Licensing, more than half have either been completed or have progressed beyond the initial stages, which could not have been accomplished without the Hireclout staffing. These include remediating several key audit findings from prior years.

The current value of the agreement is \$200,000, of which approximately \$150,000 has been used as of January 2024. It is important that the IT Department has uninterrupted access to the vendor's services for the remainder of the current fiscal year and may need to do so in the next fiscal year as well.

The IT Department is also actively recruiting to fill its vacancies. The vendor has the ability to search and locate professionals from a wide pool of applicants, spanning many localities and industries. The consultants who have been managing some of the department's projects are themselves able to apply for the vacant

positions and become employees of the City. Having the uninterrupted services of the vendor allows the IT Department to fill some of its extremely important vacant positions necessary to continue providing technology services to City staff, residents and businesses.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient funding available from Measure O in the FY 2023-24 Adopted Budget. Funding for FY 2024-25 will be included in the recommended budget of the Information Technology Fund. The estimated spending plan by fiscal year and funding source is as follows:

	FY 2023-24	FY 2024-25
Measure O (Fund 104)	\$255,000	\$0
Information Technology (Fund 731)	\$145,000	\$450,000
Total	\$400,000	\$450,000

For Finance Use Only: Measure O (Org. 1041801 Obj. 53200) Project M2402; Information Technology Fund (Org. 7311801 Obj. 53200)

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Hireclout First Amendment
2. Hireclout Agreement
3. Presentation

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 12th day of January 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Hireclout (“Hireclout”, or “Consultant”). This First Amendment amends the Agreement entered into on August 17, 2023 by City and Consultant.

City and Consultant agree as follows:

1. The following language is hereby added to Section 2 of the Agreement:
“**D. NOT TO EXCEED AMOUNT.** The aggregate dollar value of this Agreement shall not exceed \$850,000.”
2. The following language is hereby added to the beginning of Section 7 of the Agreement:
“This Agreement shall begin on August 17, 2023 and shall terminate on June 30, 2025.”
3. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on the next page]

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

CITY OF OXNARD

HIRECLOUT

John Zaragoza, Mayor Date

Jeffrey Mitchell, President Date

Avetis Antaplyan, CEO Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

AGREEMENT/AMENDMENT REVIEW FORM

Contractor/Vendor/Consultant: HIRECLOUT **Agreement No:** 32400125

Address: 5950 Canoga Avenue, Suite 200, Woodland Hills, CA 91367

Contact Name: JEFF MITCHELL Email: jeff@hireclout.com Phone: 818-882-2000 X 213

Bus. Tax Cert. No.: _____ Sec. of State ID: _____ DIR No.: _____

INS- A Committee Date: _____ Council Date: _____

Bid No.: _____ Committee Agenda #: _____ Council Agenda #: _____

Department: INFORMATION TECHNOLOGY Project Manager: ROB RUBEN

Project Administrator: ROB RUBEN Admin. Email/ Phone: rob.ruben@oxnard.org 805-385-7554

Type of Agreement: Administrative Contingency Requested: \$ _____

Agreement Term: FY23-24 EISPM Funds Requested: \$ _____

Termination Date: June 30, 2024 Value of Agreement: \$ 200,000

Munis Acct. No: 1041801-53200 Amendment No.: _____

Project No.: _____ Value of Amendment: \$ _____

Budget Appropriation Required: YES / ☒ NO Combined Total Value (w/ Amendment): \$ _____

NSS Agreement: ☒ YES / NO

Project Name / Description: Staffing and recruiting for IT



MASTER SERVICE AGREEMENT

1. **DEFINITIONS.** "HC" refers to HIRECLOUD. "ASSIGNEE" refers to any employee, temporary personnel, contractor, full-time personnel, or other person provided by HC to perform services for CLIENT. "CLIENT" refers to City of Oxnard. This agreement is effective as of the date of the latter of the two signatures below.
2. **FEES PAYABLE TO HC.** CLIENT agrees to pay HC for services as specified herein, or as amended by any later signed agreements. Payment of fees to HC is based upon the following:
 - A. **HOURLY:** The hourly rates shall be paid to HC for each hour HC and/or its ASSIGNEES perform services for CLIENT.
 - B. **CONVERSION FROM HOURLY TO PERMANENT EMPLOYMENT:** Should an ASSIGNEE of HC be hired directly on a permanent basis or convert from compensation on an hourly basis to a permanent employment basis for CLIENT, CLIENT agrees to pay HC based on the following schedule. In addition, the calculation for the bill rate to the City of Oxnard will be: Candidate Pay Rate X 1.18 (HC's internal burden) + \$25.00/hour equals Bill Rate to City of Oxnard.

Billed Hours	Conversion Fee Rate (% of annual base salary)
1-360 Hours	20%
361 - 720 Hours	15%
721 - 960 Hours	10%
>960 Hours	Free Conversion

 - C. **PAYMENT:** Weekly billings are based upon a 40-hour work week. Payments to HC shall be made within 45 days of receipt of invoice from HC.
3. **REIMBURSEMENT TO HC FOR EXPENSES.** CLIENT shall be responsible to HC for the travel expenses of ASSIGNEE only when ASSIGNEE is required to work at a location other than CLIENT'S principal office, which is: **300 W 3rd St, Oxnard, CA 93030**, U.S.A. CLIENT shall be responsible for, and will pay as billed, all pre-approved out-of-pocket expenses incurred by HC and/or ASSIGNEE in the course of ASSIGNEE's work on behalf of CLIENT.
4. **INVOICING (FOR HOURLY ASSIGNEES).** Invoices shall be sent weekly while HC's ASSIGNEE(S) performs services for CLIENT, and a final invoice will be sent upon termination. Each week, ASSIGNEE shall present CLIENT with time cards with the number of hours worked. CLIENT shall immediately review, approve and submit the written verification back to ASSIGNEE no later than 24 hours after receipt of same. By signing weekly written verification of work performed, CLIENT agrees that the services performed are satisfactory, the hours thereon are correct, and an invoice may be sent based upon those hours. CLIENT shall pay the invoiced amount to HC (at the rates set out on the Exhibit attached hereto) within forty five (45) days of receipt of said invoices. Failure to pay any invoice as set out herein shall allow HC to immediately terminate services under this Agreement. Failure of CLIENT to sign ASSIGNEE's written verification, or failure to make payment to either HC or ASSIGNEE, shall be subject to the arbitration provisions as stated in Paragraph 12 of this Agreement.
5. **CONFIDENTIALITY.** All information received or learned by CLIENT, HC or ASSIGNEE(S) shall remain strictly confidential, and is not to be released or disclosed unless agreed to by all parties hereto. Confidential information is defined as that which relates or pertains to research, development, trade secrets, or business affairs. This shall not apply to: (a) information which is known or able to be learned by any person not subject to this Agreement and involved in computer design and programming, and/or (c) is in the public domain. Disclosure of confidential information by any party to this Agreement shall be subject to the arbitration provisions as stated in Paragraph 12 of this Agreement.
6. **HC'S ASSIGNEES (HOURLY).** Neither HC, nor its hourly ASSIGNEES for which HC is paid a fee as defined in paragraph 2A, shall be deemed employees of CLIENT. HC shall have its hourly ASSIGNEES working under this Agreement sign a confidentiality form agreeing to the provisions as set forth in paragraph 5. HC shall provide Worker's Compensation Insurance for each hourly ASSIGNEE.
7. **TERMINATION.** Services under this Agreement shall terminate immediately after a party's receipt of written notice from the other that the services are to be terminated, unless the termination is due to CLIENT'S failure to pay an invoice, which then allows for immediate termination as described below. Notice of termination for cause is at the discretion of CLIENT. CLIENT shall be

liable for charges for services including, but not limited to, written documentation of rendered services and reimbursement for pre-approved expenses incurred before termination, as set out above. CLIENT shall pay said compensation pursuant to paragraph 2 hereunder. HC may immediately terminate this Agreement and services hereunder if CLIENT fails to pay all invoices as specified in paragraph 2, and/or fails to execute as specified herein the written verification submitted by HC ASSIGNEES. A late payment fee of \$50.00 per month shall be assessed each month that the invoiced amount(s) is not paid until the invoice is paid. In the event of arbitration arising out of this Agreement, as described in Paragraph 12 of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. Any litigation necessitated under this paragraph shall be submitted to arbitration pursuant to the terms of Paragraph 12 of this Agreement.

If CLIENT petitions for relief under the Bankruptcy Act, or an involuntary petition should be filed against CLIENT, or a receiver is appointed for CLIENT, HC shall have the right to terminate this Agreement immediately.

8. **NON EMPLOYMENT (HOURLY)** CLIENT agrees, during the course of this Agreement, and for a period of twelve (12) months after the commencement of the services for each ASSIGNEE, not to solicit for hire and/or otherwise (including consultation work) engage the services of HC's employees and/or ASSIGNEES, whether as hourly work, independent through another agency or as an employee without providing compensation to HC a fee as described in Paragraph 2 of this Agreement. It is mutually agreed that any ASSIGNEES performing services under this Agreement shall remain employees of HC, and HC will be solely responsible for: recruiting, interviewing, hiring, disciplining and terminating its ASSIGNEES. Except as set forth in Paragraph 2 above, ASSIGNEES shall not become employees of CLIENT, nor be entitled to any rights, benefits, compensation, damages, or contributions under any employee benefit plan, or privileges of CLIENT's employees. Further, (a) HC will maintain all necessary personnel and payroll records for its ASSIGNEES; (b) pay gross wages and provide any legally required benefits directly to its ASSIGNEES; and (c) handle employee work-related claims and complaints.
9. **WARRANTIES AND HOLD HARMLESS.** HC shall make every reasonable effort to provide the best possible ASSIGNEE to work on behalf of CLIENT. However, HC shall assume responsibility and indemnify CLIENT for all claims, losses, liabilities, damages, and expenses arising out of bodily injury (including death) or property damage to the extent such injury (including death) or property damage occur as a result of the negligent acts or willful misconduct of the ASSIGNEES while the ASSIGNEES are working on behalf of CLIENT under this Agreement; (iii) any violations of law by the ASSIGNEES; and (iv) the violation of any trade secrets, proprietary information, trademark, copyright, or patent rights by ASSIGNEES in connection with the performance of this Agreement. HC does not warrant or guarantee the work or product of ASSIGNEE(S), and shall in no way be liable or legally responsible for any acts, errors or omissions of ASSIGNEE(S). HC shall not be responsible for any damages caused by the acts, errors or omissions of ASSIGNEE(S). In no event shall HC be responsible for consequential or tort damages as a result of any act, error or omission caused by any ASSIGNEE.
10. **FACILITIES.** CLIENT agrees to provide HC's employee and/or ASSIGNEE with suitable working premises and conditions, Including but not limited to, all computer equipment and software necessary to perform the services for which ASSIGNEE is providing services for CLIENT, at CLIENT'S sole cost.
11. **FAX DOCUMENTS.** Copies of facsimile documents transmitted by either party shall be deemed to be an original and may be used for all purposes.
12. **WORK FOR HIRE.** All work performed by a ASSIGNEE shall be considered work for hire ("WORK"), and ownership of the WORK and all copyrights, trademarks, patents, proprietary information, trade secrets, intellectual property and other rights are and shall be deemed owned by CLIENT, and not by ASSIGNEE or AGENCY, both during the performance of the WORK and upon completion. To the extent that any portion of the WORK may not be considered "work for hire" under applicable law, AGENCY shall, and AGENCY shall cause each ASSIGNEE to, irrevocably assign to CLIENT all of AGENCY's and ASSIGNEE's right, title and interest in and to such portions of the Work. AGENCY grants to, and shall cause each ASSIGNEE to grant, CLIENT the right to copy and freely distribute materials produced under this Agreement.
13. **GOVERNING LAW AND ARBITRATION.** The laws of the California shall govern the validity, jurisdiction, and construction of this MSA and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict laws. Any dispute between the parties as heretofore described in this Agreement, or which may arise between the parties, which otherwise could result in the filing of a lawsuit or other legal papers, shall be decided by way of binding arbitration. Each party shall have the right to conduct discovery under the provisions of the California Code of Civil Procedure. A retired judge of the Superior Court acting as a single neutral arbitrator shall be agreed upon by the parties for hearing the disputed matter(s). An arbitrator shall be agreed upon within thirty (30) days of a written demand for arbitration submitted by either party to this Agreement. An arbitration hearing shall take place within six (6) months of the demand for arbitration made by either party to this Agreement. If

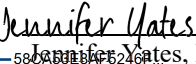
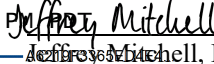
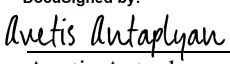
a single neutral arbitrator cannot be chosen by mutual agreement within thirty (30) days, as stated above, then the disputed matters shall be submitted for resolution to the American Arbitration Association. All arbitration awards shall be binding, and without appeal. The party which prevails under the arbitration provisions as set forth above shall be entitled to attorney fees and costs associated with arbitration. This Agreement shall be construed in accordance with the laws of the State of California.

14. **ENFORCEMENT.** If any provision of this Agreement is deemed illegal or unenforceable, then all other provisions of this Agreement shall nonetheless remain in full force and effect, and shall be binding on the parties hereto.
15. **ENTIRE AGREEMENT.** This Agreement, Including any Exhibits attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between the parties hereto in reference to all the matters herein referred to, as well as all previous discussions, promises, representations, and understandings relative thereto, if any, between the parties hereto, being herein merged.
16. **SURVIVAL.** Any respective obligations of AGENCY or CLIENT hereunder which by their nature would continue beyond the termination, cancellation or expiration of this MSA shall survive such termination, cancellation or expiration.
17. **HC** operates in accordance with the guidelines of the Equal Employment Opportunity Commission and complies with the ACA for small businesses for all eligible employees.
18. **WORK HOURS AND OVERTIME.** City office hours are 8:00am to 6:00pm Monday through Thursday, and 8:00am to 5:00pm on Friday, with City Offices being closed on alternating Fridays. The IT Department work schedule is a Nine-Eighty (9/80) Schedule which has 8 shifts of 9 hours and 1 shift of 8 hours for a total of 80 hours over a two-week period. A contract worker is not allowed to work overtime unless approved in advance by the department director. All overtime compensation shall be billed at the contract worker's approved standard hourly rate.

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

CITY OF OXNARD

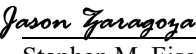
HIRECLOUT

DocuSigned by:  Jennifer Yates, Purchasing Agent	8/17/2023 4:38 PM PDT Date	DocuSigned by:  Jeffrey Mitchell, President	8/1/2023 1:43 PM PDT Date
		DocuSigned by:  Armetis Antaplyan, CEO	8/1/2023 4:06 PM CDT Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:  Stephen M. Fischer, City Attorney	8/10/2023 12:37 PM PDT Date
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First Amendment to Hireclout Inc Professional Services Agreement for IT Recruitment Services

Finance & Governance Committee

February 13, 2024

Rob Ruben, CIO

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Hireclout Inc Professional Services Agreement 32400125 to extend its value to \$850,000 through June 30, 2025 for Information Technology consulting and recruitment services.

- City and vendor entered into a recruitment agreement in August 2023 in the amount of \$200,000 for recruitment services of IT personnel
- Challenges remain in the recruitment and hiring of personnel throughout the nation and this is especially true for finding technology talent
- Vendor's services are required to aid the IT department in finding qualified personnel to fill urgently-needed vacant positions within the department to continue serving the needs of the City, its residents and its businesses

- In the current fiscal year, the IT department has been working on over 30 technology projects including remediation efforts to address several key audit findings from prior years
- These projects span across various departments to include Police, Fire, Public Works and Billing and Licensing
- The consultants have played critical roles in working with existing staff to gather requirements, design solutions, build, test and implement several of these projects
- Over half of the department's projects have either been completed or have progressed beyond the initial stages, which could not have been accomplished without the Hireclout staffing

- This amendment supports uninterrupted use of the vendor's services in filling needed personnel to continue with implementation of technology projects
- Funds for this expenditure are budgeted in the IT department's FY 23-24 budget and no further appropriations are needed
- FY 24-25 expenditures will be administered according to the department's approved budget for that year

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Hireclout Inc Professional Services Agreement 32400125 to extend its value to \$850,000 through June 30, 2025 for Information Technology consulting and recruitment services.



QUESTIONS



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: February 13, 2024

TO: Finance & Governance Committee

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Approve a Sole Source Contract with John Stephen Lewis, LLC for Rent Stabilization Consulting Services. (10 minutes)

RECOMMENDATION

That the Finance & Governance Committee recommend that the City Council authorize the City Manager or his designee to execute a second amendment to Agreement Number 9676-22-CA with John Stephen Lewis, LLC, increasing the not to exceed amount from \$199,000 to \$249,000.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/GAPlzXFV5EM>

BACKGROUND

On April 13, 2022, City Council adopted the Rent Stabilization and Just Cause Tenant Protection Ordinances (program), which went into effect June 2, 2022.

In short, the Rent Stabilization Ordinance limits rent increases on certain residential real property in the City to four percent (4%) annually.

The Just Cause Tenant Protection Ordinance expands tenant protections by requiring tenants served “no fault” evictions (owner move-in, substantial remodel, demolishing the rental units, etc.) receive the greater of two months’ rent or \$5,000.

Due to the staff’s limited experience with Rent Stabilization programs, staff sought out consulting services to assist with the program development and implementation. The needed services included: the development of program regulations, processes, and forms, assessing the need for ordinance and regulatory amendments, assisting with community outreach and training staff.

Based on the staff’s research, John Stephen Lewis, LLC (John Stephen Lewis), was the vendor identified that could provide the services requested and, in the time, frame needed.

John Stephen Lewis is an attorney with nearly 30 years of experience litigating in state and federal courts, including over two decades representing California local jurisdictions' rent stabilization programs. For more than 20 years, Stephen also provided advice and counsel to state and local elected officials, as well as government staff, on rent stabilization matters. He served as primary counsel to the City of West Hollywood Rent Stabilization Commission from 1999 through 2010, and as General Counsel to the Santa Monica Rent

Control Board from 2010 through 2020. He currently advises numerous rent stabilization jurisdictions throughout California.

For the above-mentioned reasons, staff entered into a sole source contract with John Stephen Lewis.

In July 2022, the City entered into an initial contract with John Stephen Lewis for \$150,000. Staff amended the contract in January 2023 to add an additional \$49,000, bringing the total contract amount to \$199,000. As of December 2023, all contract funds have been exhausted.

DISCUSSION

John Stephen Lewis' deep understanding of rent stabilization programs and the laws that impact their application have been a tremendous support to staff; leading to a successful early implementation of the program.

Key outcomes associated with the John Stephen Lewis contract include; training staff to properly implement both ordinances and understand the application of associated laws, the development of regulations to uniformly implement the program, recommending code amendments to improve program effectiveness and conformance with the latest state laws, development of program forms and templates and conducting community outreach to landlords and property managers.

In addition to the program's standard operations, staff will embark on numerous critical tasks this fiscal year, such as proposing the adoption of program fees, launching a database to track unit registrations and accept program fees (if approved) and proposing code amendments to improve the effectiveness of the ordinance.

As staff has gained more experience, they've relied less on the services of John Stephen Lewis and have transitioned the contract from a flat monthly rate to an hourly rate, which has brought down costs significantly. Staff is seeking an additional \$50,000 for the John Stephen Lewis contract for as-needed technical assistance in support of the aforementioned tasks listed above and any other program needs.

The additional funding allocated will support staff and the program through December 2024.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient funding available in the Housing department's FY2023-24 General Fund operating budget; Future funding will be requested as part of the FY2024-25 recommended general fund housing department operating budget. This agreement is for on-call services with an estimated spend of \$4,000 per month.

For Finance Use Only: General Fund (Org. 1018106 Obj. 53200)

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Cover Page
2. Agreement No. 9676-22-CA
3. First Amendment To Agreement For Professional Services

4. Second Amendment To Professional Services Agreement
5. Presentation

AGREEMENT/AMENDMENT REVIEW FORM

Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: John Stephen Lewis Agreement No: 9676-22-CA

Address: 5050 Los Feliz Boulevard, Los Angeles, CA 90027

Contact Name: John Stephen Lewis Email: jsleq1@gmail.com Phone: 310-497-8109

Bus. Tax Cert. No.: _____ Sec. of State ID: _____ DIR No.: _____

INS- A Committee Date: 2/13/24 Council Date: 3/4/24

Bid No.: N/A Committee Agenda #: _____ Council Agenda #: _____

Department: Housing Project Manager: Albert Ramirez

Project Administrator: Albert Ramirez Admin. Email/ Phone: albert.ramirez@oxnard.org / x8016

Type of Agreement: Professional Services Contingency Requested: \$ N/A

Agreement Term: 12 months EISPM Funds Requested: \$ N/A

Termination Date: 12/31/24 Value of Agreement: \$ 199,000

Munis Acct. No: 1018106-53200 Amendment No.: 2

Project No.: N/A Value of Amendment: \$ 50,000

Budget Appropriation Required: YES / NO Combined Total Value (w/ Amendment): \$ 249,000

NSS Agreement: YES / NO

Project Name / Description: On call consultant services for Rent Stabilization program

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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

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

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

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

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

16. Documents and Materials.

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

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

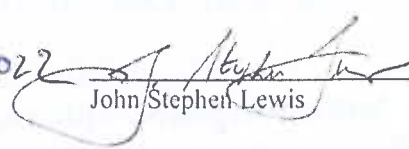
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

JOHN STEPHEN LEWIS

 7/07/2022  5-23-2022
☐ John C. Zaragoza, Mayor¹ Date John/Stephen Lewis Date
☒ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

APPROVED AS TO FORM:

 5/23/2022
Stephen M. Fischer, City Attorney (always required) Date

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

SCOPE OF SERVICES AND SCHEDULE OF SERVICES EXHIBIT

Phase One Initial Program Implementation (Completion by close of business on June 2, 2022)

By close of business on June 2, 2022, I propose to create public information materials in clear, plain English, to alert owners and tenants of their rights and responsibilities under the program; to create all program forms and processes, including the drafting of any administrative regulations, necessary for day 1 of the ordinances' effective date; and arrive at answers to questions necessary to create a fuller understanding of the potential breadth of the program to determine what administrative regulations or potential ordinance amendments might be useful to the program's ongoing administration, all as described below.

- **Public Information**
 - Content for information sheets.
 - Suitable for website
 - Suitable as leave-behinds for community outreach meetings
 - Suitable for distribution at City Hall
 - Outline for webinars.
 - Initial subjects of public information, based on community input:
 - Rent stabilization only limits the timing and amount of rent increases; it does not require "affordability" or reduce existing rents to more affordable levels;
 - The City's ordinance does not include a mechanism for *reducing* rents below the stabilized amount based on maintenance issues or interruption of services but does forbid increasing rents during periods when such problems exist, if those problems result in violations of habitability codes.
 - The ordinance does not dictate how much an owner may charge at the beginning of a new tenancy;
 - The ordinance does not limit owners' right to terminate the tenancy when a tenant fails to pay lawful rent, damages the premises, or uses the premises for a criminal or otherwise unlawful purpose.
 - Other subjects as determined to be necessary, as determined by, and in consultation with, Housing Director.
- **Program**
 - Creation of content for mandatory forms called for by ordinance
 - Form required to be given at beginning of tenancy
 - Forms (and regulations governing?) "Fair return" rent increase process
 - Model rent increase notice, if desired
 - Model notice of eviction protection form, if desired
 - If civil action is not intended to be the only avenue through which to remedy a rent overcharge, and administrative process is also intended to be permitted, forms and regulations governing administrative hearings.
 - Regulations governing payment of fee (i.e., date of required payment, consequences for nonpayment—late charges, etc., if any, etc.)
 - Preparation of an information program, ready to be launched when owner fee is set, to alert owners of their obligation to pay the fee, the fee amount, and consequences of nonpayment.

- **Questions for program:**

- Is a civil action the only avenue for seeking a remedy for a rent overcharge? As drafted, the ordinance suggests that it is. If that is not the intent, there should be an amendment to the ordinance or an implementing regulation stating that an administrative remedy is also available. If there is the possibility of a civil citation, there should be regulations governing hearings offered to appeal such citations.
- The Ellis Act provides for numerous tenant protections. The ordinance does not implement those protections. Was a conscious choice made to forego those protections?
- Under the ordinance as written, a tenant who is displaced for a no-fault reason such as a remodel must be offered the right of first refusal when the unit is returned to the market, but there is no limit on the rent that a returning tenant may be charged. Given the legislative findings justifying the ordinance, this is a surprise; was it an intentional choice? Or is it assumed that a tenant who opts to “reoccupy” a unit is continuing the same tenancy, meaning at the same rent? Either way, it should be stated.
- The experience of other jurisdictions is that owners wanting higher rents will do things like decide to put in a new kitchen and bathrooms, making the unit uninhabitable for a period of time, displacing the tenants, and then charging a premium for what is now a “luxury” apartment. Is it understood that this would be permissible under the just cause ordinance? If so, was a conscious choice made to permit this? (I note that the right to displace for remodeling does not apply to cosmetic upgrades that may be safely be accomplished with the tenant in place or that will not take more than 30 days to complete—this will be a flashpoint in the absence of regulations, either in the just cause ordinance and regulations or in building & safety / planning approval ordinances; the city may say that a kitchen can be remodeled in 3 weeks, but the owner may say that it’ll take 2 months—how will such a conflict be resolved?)
- In the case of temporary displacements (less than 30 days), has there been any discussion of any kind of economic aid to displaced tenants—for example, if tenants have to vacate for two days for fumigation due to an infestation amounting to a habitability problem, is there any help for tenants who can’t afford to stay in a hotel for two days? If such help is provided for by a different provision of municipal law, should we make reference to that in the ordinance or administrative regulation?

Phase Two

First Six Months of Program Implementation

(June 3 – December 31, 2022)

(Or until new staff is hired and trained, whichever comes sooner)

- Continue to create public information materials, as needed
- Continue to evaluate the need for ordinance amendments and administrative regulations
- Train program staff
- Ensure the proper and continuous running of the program under existing ordinance provisions and administrative regulations, if any, for up to the first six months of the program’s implementation.

RATES AND COSTS EXHIBIT

Phase One Cost: \$30,000

Phase Two Cost: \$15,000 per month

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment (“First Amendment”) to the professional services agreement (“Agreement”) is made and entered into the County of Ventura, State of California, this 1st of January, 2023, by and between the City of Oxnard, a municipal corporation (“City”), and John Stephen Lewis (“Consultant”). This First Amendment amends the Agreement entered into on May 20, 2022, by City and Consultant.

City and Consultant agree as follows:

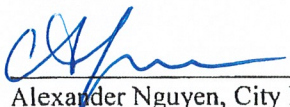
1. Section 4 of the Cover Page of the Agreement (Scope of Services and Rates and Costs Exhibit), is hereby deleted and replaced with the following: Scope of Services (Exhibit A), Rates and Costs (Exhibit B)
2. The date in Section 5 of the Cover Page of the Amendment is hereby amended to “December 31, 2023.”
3. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to “\$199,000.00.”
4. As so amended, the Agreement remains in full force and effect.

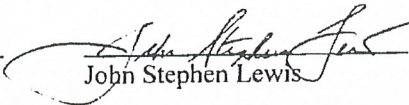
[Signatures on next page]

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

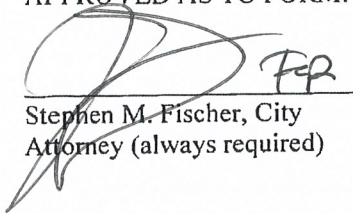
CITY OF OXNARD

JOHN STEPHEN LEWIS

 5/02/2023
Alexander Nguyen, City Manager Date

 2-16-2023
John Stephen Lewis Date

APPROVED AS TO FORM:

 FR 3/1/23
Stephen M. Fischer, City Attorney (always required) Date

SCOPE OF SERVICES (EXBIHIT A)

- Continuation of Phase Two (January 1 – March 31, 2023)
 - Continue to create public information materials, as needed
 - Continue to evaluate the need for ordinance amendments and administrative regulations
 - Train program staff
 - Ensure the proper and continuous running of the program under existing ordinance provisions and administrative regulations

- Phase Three (April 1 – December 31, 2023)
 - On call services for continued support with the program's existing ordinance provisions and administrative regulations

RATES AND COSTS (EXHIBIT B)

- Phase Two (continued) Cost: \$15,000 per month
- Phase Three Cost: \$350 per hour

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment (“Second Amendment”) to the professional services agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 6th day of February, 2024, by and between the City of Oxnard, a municipal corporation (“City”), and John Stephen Lewis (“Consultant”). This Second Amendment amends the Agreement entered into on May 20, 2022, by City and Consultant. The Agreement previously has been amended on January 1, 2023, by a First Amendment.

City and Consultant agree as follows:

1. The amount in Section 6 of the Agreement is hereby amended to “\$249,000.”
2. The date Section 5 of the Agreement is hereby amended to “December 31, 2024.”
3. The reference to the Scope of Services and Rates and Costs Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to the Scope of Services and Rates and Costs as of February 6, 2024, Exhibit. Scope of Services and Rates and Costs Exhibit is hereby disincorporated; instead, the Scope of Services Exhibit and Rates and Costs as of February 6, 2024 Exhibit is attached hereto and incorporated herein by this reference.
4. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD

JOHN STEPHEN LEWIS

John C. Zaragoza, Mayor¹

Date

John Stephen Lewis, ²

Date

ATTEST:

Rose Chaparro, City Clerk

Date

(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City

Date

Attorney (always require

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

² The City requires the following for any contract:

For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or

For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

On call services for continued support with the program's existing ordinance provisions and administrative regulations

RATES AND COSTS EXHIBIT

- Service Cost: \$350 per hour

Approve a Sole Source Contract with John Stephen Lewis for Rent Stabilization Consulting Services

Emilio Ramirez, Director
Housing Department

Finance & Governance Committee
February 13, 2024

1. On April 13, 2022, City Council adopted the Rent Stabilization and Just Cause Tenant Protection Ordinances.
2. Due to staff's limited experience implementing the program, staff sought out consulting services to assist with implementation.
3. The City entered into a sole source contract with John Stephen Lewis, LLC for Rent Stabilization Consulting Services.
4. The City entered into an initial contract with John Stephen Lewis for \$150,000. Staff amended the contract in January of 2023 to add an additional \$49,000, bringing the total contract amount to \$199,000. As of December of 2023, all contract funds have been exhausted.

- 1) John Stephen Lewis' deep understanding of rent stabilization programs and the laws that impact their application have been a tremendous support to staff; leading to a successful early implementation of the program.
- 2) Key outcomes associated with the John Stephen Lewis contract include; training staff, developing program regulations, recommending code amendments, developing program forms and templates and conducting community outreach to landlords and property managers.
- 3) Staff would like to add \$50,000 to the John Stephen Lewis contract for as-needed technical assistance to support program needs.

There is no financial impact to the General Fund for adoption of this recommendation. The contract will be supported by funds that have been appropriated to the Housing Department in Fiscal Year 2023-2024.

That the Finance and Governance Committee recommend that the City Council authorize the City Manager or his designee to execute a second amendment to agreement number 9676-22-CA with John Stephen Lewis, L.L.C., increasing the not to exceed amount from \$199,000 to \$249,000.



End of Presentation