

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
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Meeting Location: Council Chambers, 305 West Third Street
February 20, 2024
Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 847 0097 0140
3. Passcode: 263845

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/](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.

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)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

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

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

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

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

C. 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.

D. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. City Manager Department

SUBJECT: Local Government Fun Fact: Comparative Cities Demographics.

RECOMMENDATION: That the Public and City Council receive a City Manager discussion about Oxnard's statistics as compared with other cities in the region.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Manager Department

SUBJECT: Severe Storms Emergency Actions.

RECOMMENDATION: That the City Council:

1. Ratify Director Orders regarding the Severe Storms Local Emergency ("Local Emergency") proclaimed by the Director of Emergency Services on December 27, 2023 (ratified by the City Council on January 2, 2024);

2. Reconsider the existence of the Local Emergency; and

3. Find that there is a need to continue the Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

E. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

1. City Clerk Department

SUBJECT: Appointment of Member to Serve on the City's Mobilehome Park Rent Review Board. (5 Minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Yukio Okano as an at large member to the Mobilehome Park Rent Review Board.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/W6bxTKvIT8o>

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

F. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

G. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

H. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the January 16, 2024 regular meeting and the January 25, 2024 special meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: Public Project Agreement 32400281 with Quinn Company dba. Quinn Power Systems for On-Call Stationary Generators Maintenance and Minor Repair Services (Rebid), Specification No. PW 24-15R.

RECOMMENDATION: That the City Council approve and authorize the Mayor to Execute an Agreement with Quinn Company dba Quinn Power Systems (Quinn) in the amount not to exceed

\$420,000 for a three-year term ending from the effective date of the agreement for on-call stationary generators maintenance and minor repair services.

(Public Works and Transportation Committee approved 3-0 on January 23, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement 32400297 with Petroleum Telcom, Inc. dba Telcom, Inc. for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance Services.

RECOMMENDATION: That the City Council approve and authorize an Agreement with Petroleum Telcom, Inc. dba Telcom, Inc. for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of \$900,000 for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance Services on an on-call/as-needed basis.

(Public Works and Transportation Committee approved 3-0 on January 23, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Department-Wide Blanket Purchase Order (#32400318) for a Not to Exceed Amount of \$455,000 with Consolidated Electrical Distributors dba Royal Industrial Solutions, Specification No. PW 23-39.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Consolidated Electrical Distributors, dba Royal Industrial Solutions, for a not-to-exceed amount of \$455,000 through June 30, 2024, with an option to extend through June 30, 2025.

(Public Works and Transportation Committee approved 3-0 on January 23, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. City Manager Department

SUBJECT: Update on Status and Accomplishments of Current Measure O Projects.

RECOMMENDATION: That the City Council receive and file this report.

(The Measure O Citizen Oversight Committee heard this update at its January 25, 2024, meeting and recommended the item be forwarded to City Council.)

Contact: Shiri Klima, (805) 385-7487

6. Billing and Licensing Department

SUBJECT: Impose actual cost recovery fees for use of credit cards, debit cards and electronic checks.

RECOMMENDATION: That the City Council adopt a resolution imposing fees for the use of credit cards, debit cards and electronic checks.

Legislative Body: City Council

Contact: Eden Alomeri, (805) 385-7811

7. Community Development Department

SUBJECT: Award of Agreement for the Preparation of a Comprehensive Update to the Local Coastal Program (LCP).

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a three (3) year agreement with the option for (1) one-year extension (Agreement No. 32400306) with Dudek, in an amount not to exceed \$881,875 for the preparation of a comprehensive update to the Local Coastal Program (LCP), which is reflective of updates to the Coastal Land Use Plan (LUP) and Local Implementation Plan (LIP), Chapter 17 of the Oxnard City Code (Coastal Zoning Ordinance).

(The Community Services, Public Safety, Housing, & Development Committee approved 3-0 on January 23, 2024.)

Contact: Jeff Pengilley, (805) 385-8208

I. REPORTS

1. City Manager Department

SUBJECT: Citywide Wayfinding Program Approval. (15 Minutes)

RECOMMENDATION: That City Council:

1. Approve the Citywide Wayfinding Program and authorize a prioritized implementation plan;
2. Approve an agreement 32400391 with Found Design, LLC for an amount not to exceed \$65,000 for design development, engineering and construction administration for the Wayfinding Program; and
3. Approve an agreement 32400388 with Ardurra Group, Inc. for an amount not to exceed \$119,000 for Project/Construction Management services for the Wayfinding Program.

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on January 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Live presentation by Oxnard Convention and Visitors Bureau President & CEO, Julie Buffo, and Found Design, LLC (MERJE) Design Consultant, John Bosio.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DiJhkRe6-E0>

Contact: Ashley Golden, (805) 385-7478

2. City Manager Department

SUBJECT: Oxnard Convention & Visitors Bureau Agreement (July 1, 2024 - June 30, 2030). (15 minutes)

RECOMMENDATION: That the City Council approve Agreement No. 32400300, a 5-year agreement totaling \$1,691,000, between the City of Oxnard and the Oxnard Convention and Visitors Bureau.

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on January 23, 2024.

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

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video: <https://youtu.be/UQNW87kcu6Q>

Contact: Ashley Golden, (805) 385-7478

3. Information Technology Department

SUBJECT: Oxnard 311 Performance Report. (20 minutes)

RECOMMENDATION: That the City Council receive an update on the year 7 (and first half of year 8) performance of the Oxnard 311 Constituent Relationship Management System.

(The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on January 23, 2024.)

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

video: <https://youtu.be/z0LCgQg9eAk>

Contact: Robert Ruben, (805)385-7554

4. Public Works Department

SUBJECT: First Amendment to Agreement A-8281 with Kennedy Jenks Inc. for Construction Management Services for the Oxnard Wastewater Treatment Plant Reliability Improvement Project PW 20-102. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Professional Services Agreement A-8281 with Kennedy Jenks Inc. to increase the not to exceed amount from \$3,279,740 to \$4,514,536 and extend the term date to March 31, 2026, for additional construction management services for the Oxnard Wastewater Treatment Plant (OWTP) Reliability Improvement Project (No. C2201).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

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

video: <https://youtu.be/HD8Yvhtjdzw>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Agreement 32400334 with J I Gandara Transport for Supplemental Waste Transfer Hauling Services for the Del Norte Regional Recycling and Transfer Station. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with J I Gandara Transport for an amount not to exceed \$5,000,000 for an initial one-year term, with an option to extend for two additional one-year terms; ending March 1, 2027, to provide supplemental waste transfer hauling services for the Del Norte Regional Recycling and Transfer Station.

(Public Works and Transportation Committee approved 3-0 on January 23, 2024.)

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

video: <https://youtu.be/Awva8MaqylE>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Ratification of a Grant Application to the Outdoor Recreation Legacy Partnership Grant Program for the Campus Park Project. (10 minutes)

RECOMMENDATION: That the City Council approve the:

1. Ratification of the submission of a grant application to the Outdoor Recreation Legacy Partnership Grant Program for the Campus Park Activation Support project in an amount not to exceed \$7,000,000 with a 1:1 match required coming from state grant funds in the Campus Park Activation Project (Phase 1, Project C2104);
2. City Manager or designee to execute grant agreements;
3. Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and
4. Public Works Director or designee to submit non-financial reports.

(This item did not originate in Committee as it is for a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/IV8bjk2fWC8>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: Resolution for Ratification of Grant Application for California Extended Water and Wastewater Arrearage Program. (10 minutes)

RECOMMENDATION: That the City Council:

1. Adopt a resolution that ratifies the submittal of a grant application and acceptance of a grant award from the California Water and Wastewater Arrearage Payment Program in the amount of \$199,850.61 for delinquent water charges and \$197,163.63 for delinquent wastewater charges related to COVID-19, which includes 3% administrative costs; and
2. Authorize the City Manager to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee as this is an extension of a grant previously approved by City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/OeGh2-mAVuo>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

8. City Manager Department

SUBJECT: Approval of One New Ongoing Measure O Project; One New Measure O One-Time Project; and a Scope Expansion (without Funding Change) to One Existing Measure O Project. (10 minutes)

RECOMMENDATION: That the City Council:

1. Approve the following new Measure O project with the associated ongoing funding: Measure O Annual Report Printing - \$28,000 annually;
2. Approve the following new Measure O project with associated one-time funding: Radio Infrastructure - \$952,720;
3. Authorize a budget appropriation in Fiscal Year 2023-24 in the total amount of \$980,720, for the two projects identified above, from the available Measure O (104) fund balance (as well as the corresponding Capital Outlay Fund (301) transfer in and appropriation related to the Radio Infrastructure project); and
4. Approve a scope expansion for the existing Measure O Safe Homes Safe Families project, for which no additional funding is being requested.

(The Measure O Committee approved 8-0 on January 25, 2024 to approve the staff recommendation and to forward the item for Council approval)

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

video: <https://youtu.be/YvBQO52fFy8>

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

J. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
REPORT OF CITY MANAGER/EXECUTIVE
DIRECTOR/SECRETARY
AGENDA ITEM NO. D.2

DATE: February 20, 2024
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: Severe Storms Emergency Actions.

RECOMMENDATION

That the City Council:

1. Ratify Director Orders regarding the Severe Storms Local Emergency ("Local Emergency") proclaimed by the Director of Emergency Services on December 27, 2023 (ratified by the City Council on January 2, 2024);
2. Reconsider the existence of the Local Emergency; and
3. Find that there is a need to continue the Local Emergency.

BACKGROUND

STRATEGIC PRIORITIES

FINANCIAL IMPACT

COMMITTEE OUTCOME

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS AGENDA ITEM NO. E.1

DATE: February 20, 2024

TO: City Council

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

SUBJECT: Appointment of Member to Serve on the City's Mobilehome Park Rent Review Board. (5 Minutes)

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Yukio Okano as an at large member to the Mobilehome Park Rent Review Board.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/W6bxTKvIT8o>

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The Mobile Home Park Rent Review Board is not a CAG, but its establishing ordinance in City Code section 24-5 has similar language, except that this Board consists of five (rather than seven) members appointed by the Council as a whole.

DISCUSSION

The Mobilehome Park Rent Review Board (MPRRB) is charged with collecting evidence and information, initiating investigations, scheduling and conducting hearings or appeals, and issuing written findings and decisions to protect the mobilehome owners in the City from excessive rents and to protect their investment in their homes while at the same time providing for a fair return for mobilehome park owners. The MPRRB is composed of five members at large who are not connected with the real estate or rental housing industry for their personal financial gain and who are not residents of, nor have any financial interest in, any mobilehome or mobilehome park. Yukio Okano has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies on the City's commissions, committees and boards.

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 no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. Yukio Okano - Powerpoint 02 20 2024..

Appointment of Member to Serve on the City's Mobilehome Park Rent Review Board (MPRRB)

City Council

February 20, 2024

Dee Lai, Assistant City Clerk

That the Mayor, with the approval of the City Council, appoint Yukio Okano to the Mobilehome Park Rent Review Board representing at large.

MOBILEHOME PARK RENT REVIEW BOARD

Function	1. In charged with collecting evidence and information, initiating investigations, scheduling and conducting hearings or appeals. 2. In charged with issuing written findings and decisions to protect the mobilehome owners in the City from excessive rents and to protect their investment in their homes while at the same time providing for a fair return for mobilehome park owners. 3. The MPRRB members are not connected with the real estate or rental housing industry for their personal financial gain and who are not residents of, nor have any financial interest in any mobilehome or mobilehome park. 4. For this purpose, the Council nominates Yukio Okano who has previously passed the City's formal background check procedures.
Requirements	Five members must reside in the City and be over age 18.
Nomination	Mayor Zaragoza nominates Yukio Okano (At Large)



THE END



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.1

DATE: February 20, 2024
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the January 16, 2024 regular meeting and the January 25, 2024 special meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 01 16 2024 CC Regular Meeting
2. MINUTES 01 25 2024 CC Special Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
January 16, 2024

A. ROLL CALL, POSTING OF AGENDA

At 5:30 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, 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. Councilmembers Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald and Mayor John C. Zaragoza were present. Councilmember Gabriela Basua joined the meeting at 5:35 p.m.

Councilmember Oscar Madrigal was absent.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION (5:30 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6) Agency Designated Representatives: Alex Nguyen, City Manager; and Steve Naveau, Director of Human Resources Employee Organizations: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Public Safety Managers Association (OPSMA); Oxnard Peace Officers Association (OPOA); Oxnard Mid-Managers' Association; (OMMA)
Legislative Body: City Council

At 5:31 p.m., the City Council recessed into a closed session. At 6:00 p.m., the City Council reconvened in an open session in the Council Chambers. Stephen Fischer, City Attorney announced that no reportable actions resulted from the closed session for item C.1.

D. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the pledge of allegiance.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating February 2, 2024 as "World Wetlands Day."

Mayor Zaragoza read the Proclamation and delivered it Councilmember Basua and Eric Humel. Councilmember Basua and Eric Humel joined the Council on the dais to accept the Proclamation and said a few words. Public comments were received from Steve Nash.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Karla Alejandra, Maria Navarro, Nicanor Ramos, Santiago Rivera, Samuel Salazar, Juan Carlos Ortega, Maria D. Santillan, sand Juan Villa regarding the (Via Oxnard Apartments evictions) and Steve Nash (upcoming elections/water issues).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Attorney Department

SUBJECT: Ratification of Severe Storms Director Orders.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,760** Ratifying:

- a. Director Order 24-01 waiving fees for damaged or lost solid waste containers and various fees necessary to obtain damage repair and restoration permits; and
- b. Director Order 24-02 authorizing the payment of relocation benefits for individuals displaced as a result of severe flooding; and
- c. Director Order 24-03 suspending street sweeping citations for vehicles rendered inoperable due to severe flooding.

2. Extend the 10% price increase limit on certain goods and services during the Local Emergency for an additional 30 days.

Alex Nguyen, City Manager provided a presentation on the damage caused by the severe flooding. City Manager Nguyen and City Attorney Fischer were available to answer questions. No public comments were received. Discussion ensued among the council and staff.

It was moved by Councilmember Teran, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Madrigal was absent.

H. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS

The members of the Council provided brief announcements regarding their various activities.

1. City Clerk Department

SUBJECT: Appointment of Member to Serve on the City's Planning Commission (CAGs)
RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint James Schuelke to the Planning Commission representing District 5.

James Schuelke spoke briefly and was available to answer questions. No public comments were received.

It was moved by Mayor Zaragoza, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Valenzuela, and Zaragoza voted in favor; motion passed 5-0-1. Councilmember Teran recused himself due to his professional working relationship with Oxnard College. Councilmember Madrigal was absent.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K.5 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of December 19, 2023 regular meetings as presented.

2. Police Department

SUBJECT: FY2023 Community Oriented Policing Services (COPS) Hiring Program.

RECOMMENDATION: That City Council:

1. Ratify the prior execution and submission of an application for \$750,000 in grant funds from the U.S. Department of Justice, Office of Community Oriented Policing Services FY 2023 COPS Hiring Program;
2. Authorize the City Manager or designee to execute grant agreements and appropriate funds upon notification of the grant award;
3. Authorize the Chief Financial Officer or designee to submit financial reports and grant claims and approve a budget appropriation for the use of CHP funds upon award; and
4. Authorize the Chief of Police or designee to submit all program related progress or status reports.

(This item did not originate in Committee.)

3. Public Works Department

SUBJECT: Agreement 32400323 with Filippin Engineering, Inc. for Construction

Management Services for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Filippin Engineering, Inc. in the amount of \$941,400 for construction management services for Arterial Street Resurfacing East and West Gonzales Road and Oxnard Boulevard Street Improvement Project, Specification No. PW 23-100.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

4. Community Development Department

SUBJECT: Planning and Zoning Permit (PZ) No. 20-300-04 Final Map No. 6054 as modified by PZ No. 21-550-03 (Major Modification), for a proposed 27 home subdivision. Filed by Henry Casillas, on behalf of the property owner, 451 West Fifth Street, Oxnard, California 93030.

RECOMMENDATION: That the Oxnard City Council:

1. Accept Final Map 20-300-04 for the Encanto Homes Subdivision; and
2. Receive and file a “Notice of Pending Approval” for Final Map 20-300-04 by the Community Development Director including signature of “City Council’s Certificate” on the title sheet; and
3. Authorize the City Clerk to sign the “Abandonment Certificate” for the vacation of roadway and utility easements to the City of Oxnard.

(This item did not originate in Committee.)

5. Housing Department

SUBJECT: License Agreement with the Downtown Oxnard Merchants Association for the operation of a Certified Farmers Market at Plaza Park.

RECOMMENDATION: That the City Council approve a License Agreement in the amount of \$1.00 annually plus 15% of gross revenues above \$2,850.00 with the Downtown Oxnard Merchants Association ensuring the operation of a Certified Farmers Market at Plaza Park.

(This item did not originate in Committee.)

Consent Items K.1, K.2, K.3 and K.5

It was moved by Councilmember Basua, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Teran, Valenzuela, and Zaragoza voted in favor; the motion passed 6-0. Councilmember Madrigal was absent.

Consent Items K.4

It was moved by Councilmember Teran, seconded by Councilmember Valenzuela, to approve the recommended action as presented. VOTE: Basua, Perello, Teran, Valenzuela, and Zaragoza voted in favor; the motion passed 5-0-1. Mayor Pro Tem MacDonald recused himself due to owning property

near the proximity of the project site. Councilmember Madrigal was absent.

L. REPORTS

1. Public Works Department

SUBJECT: Blanket Purchase Order with Granite Construction Co. for the Purchase and Delivery of Asphalt and Aggregate Materials.

RECOMMENDATION: That the City Council approve and authorize a Blanket Purchase Order with Granite Construction Co. for a total amount not to exceed \$50,000 through June 30, 2024, for the purchase and delivery of asphalt and aggregate materials to various City locations within streets, alleyways, and parking lots.

(This item did not originate in Committee since it is an existing purchase of goods already included in the FY 2023-24 City Council-approved budget.)

Michael Wolfe, Public Works Director was available to answer questions. No public comments were received. Discussion ensued among the council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Valenzuela, to approve the recommended action as presented. VOTE: Basua, MacDonald, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Madrigal was absent.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:32 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
January 25, 2024

A. ROLL CALL, POSTING OF AGENDA

At 7:00 p.m., Mayor John C. Zaragoza called to order the special meeting of the Oxnard City Council, 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. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. OPENING CEREMONIES

Mayor Pro Tem MacDonald led the pledge of allegiance.

C. PUBLIC COMMENTS ONLY ON ITEMS ON THE AGENDA (None received.)

D. REPORTS

1. City Attorney Department

SUBJECT: No-Fault Just Cause Eviction Ordinances.

RECOMMENDATION: That the City Council:

1. Adopt urgency **Ordinance No. 3041** titled:

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OXNARD AMENDING SECTION 27-4 OF THE OXNARD CITY CODE
REGARDING NO-FAULT JUST CAUSE EVICTIONS OCCURRING AS THE
RESULT OF A DEMOLITION OR SUBSTANTIAL REMODEL

2. Approve the first reading by title only and waive further reading of an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING SECTION 27-4 OF THE OXNARD CITY CODE REGARDING NO-
FAULT JUST CAUSE EVICTIONS OCCURRING AS THE RESULT OF A
DEMOLITION OR SUBSTANTIAL REMODEL

3. Find that these ordinances are not subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2) in that these ordinances will

not result in a direct or reasonably foreseeable indirect physical change in the environment, and are further and independently exempt from CEQA pursuant to Section 15061(b)(3) in that it can be seen with certainty there is no possibility these ordinances will have a significant effect on the environment.

Stephen Fischer, City Attorney and Jason Zaragoza, Deputy City Attorney presented and answered questions.

Public comments were received from Maria Navarro, Nicanor Ramos, Juan Carlos Ortega, Stephany Lopez, Samuel Salazar, Margarita Martinez, Maria D. Santillan, Juan Villa, Manuel Herrera, and Barbara Macri-Ortiz.

Councilmembers reported the ex parte communications received on this item. Discussion ensued among the council and staff.

It was moved by Councilmember Valenzuela, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

E. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:16 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.2

DATE: February 20, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32400281 with Quinn Company dba. Quinn Power Systems for On-Call Stationary Generators Maintenance and Minor Repair Services (Rebid), Specification No. PW 24-15R.

RECOMMENDATION

That the City Council approve and authorize the Mayor to Execute an Agreement with Quinn Company dba Quinn Power Systems (Quinn) in the amount not to exceed \$420,000 for a three-year term ending from the effective date of the agreement for on-call stationary generators maintenance and minor repair services.

(Public Works and Transportation Committee approved 3-0 on January 23, 2024.)

BACKGROUND

The City of Oxnard has multiple divisions that utilize stationary generators, including water, wastewater, fire, and police, all requiring scheduled and non-scheduled or unplanned repair and maintenance from time to time. In order to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage, the work must be completed with urgency, requiring a quick response from a contractor. To respond promptly to these planned and unplanned infrastructure repairs, the City requires an on-call contract with a qualified contractor that has diverse technical capabilities as well as the ability to respond quickly to the City's needs.

The City has maintained similar contracts for many years to streamline the contracting process, allowing for regular maintenance, scheduled repairs and quick response to unplanned and urgent repair needs.

Services to be completed by the Contractor are categorized as follows:

Non-Scheduled Maintenance, Services and Repairs

The Contractor will provide on-call non-scheduled urgent service twenty-four (24) hours per day, seven (7) days per week. The Contractor must verbally respond within two (2) hours of telephone or email notification by the City. The Contractor must be on the site within four (4) hours of the notification and begin work immediately. Work may include after-hours, weekends and/or holidays.

Urgent repairs are those where public interest and necessity demand an immediate response to avoid harm to, or to safeguard life, health or property.

When the extent of urgency is no longer necessary because the threat to public health and safety and/or property is no longer present, the Contractor shall coordinate with the Project Manager or designee to schedule minor repair and maintenance work.

Scheduled Quarterly Inspections, Annual Inspections, Load Bank Testing, and Minor Repair Work

The Contractor must verbally respond within twenty-four (24) hours of telephone or email notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and the Contractor before Work begins. Work under this category shall be planned and scheduled Monday through Friday during normal City business hours unless otherwise agreed to by the City.

The scope of work consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call stationary generator maintenance and minor repair services for multiple divisions and facilities throughout the City. This agreement will be a task order-based, time and material contract. The Contractor shall provide a written estimate of services before a task order is issued.

DISCUSSION

The specific Work for these services includes providing on-call stationary generator maintenance and minor repair services for the twenty-seven (27) City-owned generators located at various locations throughout the City. Annually, these generators require Preventative Maintenance Checks and Services (PMCS), Load Bank Testing, unscheduled services and/or minor repairs to maintain regular operations, and all other appurtenant and associated work in accordance with the Contract Documents.

There were two (2) public bid attempts made by procurement staff that resulted in zero responsive bids. The first notice inviting formal bids (NIFB) on the Project was published on September 7, 2023, and all bids were due on October 5, 2023. The second NIFB was published on October 12, 2023, and all bids were due and opened on November 2, 2023. The City received zero responsive bids. Following City purchasing policies for requirements to secure a Sole Source Agreement, City staff obtained pricing from Quinn. Procurement staff reviewed all documentation received from Quinn and its subcontractors, verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the Contractor is capable of satisfactorily completing the services. Thus, staff recommends that the City Council award the Agreement for these services to Quinn.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with Quinn shall not exceed \$420,000 over the three (3) year term of this Agreement. Funding shall be provided by the Water Fund (601), Wastewater Fund (611) and the Fleet Services Fund (741). Each service provided through this Agreement shall be issued by a task order and subject to available funding. Staff within each Division will ensure sufficient funding of tasks prior to initiating task orders or incurring services, consistent with the City Council approved Operating Budgets. Subsequent fiscal year funding will be requested in the annual budget process.

DIVISION	FY 2023-24 4 months	FY 2024-25 12 months	FY 2025-26 12 months	FY 2026-27 8 months	TOTAL
Water	\$20,000	\$40,000	\$40,000	\$20,000	\$120,000
Wastewater	\$25,000	\$50,000	\$50,000	\$25,000	\$150,000
Fleet Services	\$25,000	\$50,000	\$50,000	\$50,000	\$150,000
TOTAL	\$70,000	\$140,000	\$140,000	\$95,000	\$420,000

For Finance Use Only: Water Operating Fund (Org. 6013600 Obj. 53200); Wastewater Operating Fund (Org. 6113615 Obj. 53200); Fleet Services Fund (Org. 7413750 Obj. 55020)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Agreement 32400281

**CITY OF OXNARD CONTRACT FOR
ON-CALL STATIONARY GENERATOR
MAINTENANCE AND MINOR REPAIR SERVICES
SPECIFICATION NO. PW 24-15R**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and QUINN COMPANY dba. QUINN POWER SYSTEMS ("Contractor"). Contractor's license number is 496694.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions, filled in Designation of Subcontractors, filled in Industrial Safety Record Form, Plans, Standard Plans, 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the "Greenbook" or "SSPWC") except for Sections marked within the General and Special Provisions as exempt, Reference Specifications, insurance documentation, Bonds, the City business license, permits from regulatory agencies, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the On-Call Stationary Generator Maintenance and Minor Repair Services, Specification No. PW 24-15R ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Rates and Costs are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices included in the attached Exhibit A, which in any case shall not exceed four hundred twenty thousand (\$420,000) during the Contract Term.

4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) year(s) thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public work to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are 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 registered and

qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

**QUINN COMPANY
dba. QUINN POWER SYSTEMS**

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Purchasing Manager

Michelle Locke, CFO² _____ Date

Henry Quan, Executive Vice President³ _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any formally bid public project agreement over \$200,000. The Mayor may authorize and sign any informally bid public project agreement over \$100,000 but up to \$200,000. The Purchasing Manager may authorize and sign any informally bid public project agreement up to \$100,000.

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.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 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 location 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. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. 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. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better 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. Contractor 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 Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
				ENDORSEMENT NO.		ISSUE DATE (MM/DD/YY)	
PRODUCER Telephone: NAMED INSURED				POLICY INFORMATION:			
				Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
				☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)			
				APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:			
TYPE OF INSURANCE				CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence				OTHER PROVISIONS			
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE	Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____			
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US				AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____			

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE _____

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 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 _____

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will likely perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, will likely specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the Plans, Specifications and Task Orders. If all Subcontractors do not fit on this page, photocopy it and attach that additional page or those additional pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work on any Task. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Highest Possible Percentage of Work (e.g., 10%) ¹
N/A	N/A	N/A	N/A	N/A	N/A

Bidder's Name: Quinn Company DBA Quinn Power Systems

Signature: _____

Title: Product Service Support Rep.

Print: Fernando Gonzalez

Date: 12/12/2023

Signature: _____

Title: Sale Manager

Print: Geoff Matlock

Date: 12/12/2023

¹ If Subcontractor X may perform 4% of one item on the Bid Sheets, 6% of another item and 9% of a third item, list only 9%. This percentage shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b). Bidders are instructed to review General Provisions Section 3-2 "SELF PERFORMANCE" for the percentage of Contract Work required of the Contractor.

INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2023 (so far)	2022	2021	2020	2019	2018	Total
Number of contracts							
Total dollar amount of contracts (in thousands)							
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	3	3	1	4	6	0	17
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: Quinn Company DBA Quinn Power Systems

Signature: _____
 Print: Fernando Gonzalez

Title: Product Service Support Rep.
 Date: 12/12/2023

Signature: _____
 Print: Geoff Matlock

Title: Sale Manager
 Date: 12/12/2023

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
 _____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Stationary Generator Maintenance and Minor Repair Services, Specification No. PW 24-15R.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of four hundred twenty thousand Dollars (\$420,000), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary

of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: *This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION

The 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the “Greenbook” or “SSPWC”) available on the date Plans were signed by the Engineer (or if there are no such signed Plans, the time of Bid opening) are incorporated herein by this reference, except for the Sections expressly excluded below. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

The SSPWC is promulgated by Public Works Standards, Inc. This publication is available for purchase from BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, (800) 873-6397, www.bnibooks.com. This publication is copyrighted and the City will not provide copies.

0-2 CAPITALIZATION OF DEFINED TERMS

Unless otherwise capitalized, capitalized words within these Contract Documents may be defined terms in either the Greenbook or Section 1-2 of these General Provisions.

0-3 NUMBERING OF GENERAL PROVISIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Greenbook. Additional standard provisions are in Sections 9 and 10. If grant provisions apply, they will be in Sections 11 through 99. The Special Provisions will be numbered as Sections 1000 through 9999. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Business Day – Any day that City Hall is open for business

Calendar Days – See “Days” in Greenbook.

City – The City of Oxnard.

Contract Term – The time period listed in the Contract.

Contract Unit – A single unit of an item of Work.

County – County of Ventura, California

Inspector – An inspector of the City.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Payment Bond – A type of Bond issued by a Surety to guarantee that a contractor's subcontractors and material suppliers on all Tasks comprising a Project will be paid. A Payment Bond is also often called a "labor and materials Bond."

Performance Bond – A type of Bond issued by a Surety to guarantee the full and satisfactory completion of all Tasks comprising a Project by a contractor.

Project – Collectively, all of the Tasks to be constructed or done under the Contract, any permit, and any Task Order including the furnishing of all labor, materials, equipment, and services.

Project Manager – the Public Works Director's designee(s) responsible for a Task Project.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

Task – A particular scope of Work assigned to Contractor by City's Task Order.

Task Order – A written notice given by the Agency to the Contractor requesting a particular Task.

WIP – Work in place.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

City – See "Agency" in this Section.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, the Standard Specifications, all Task Orders, all Change Orders to Task Orders, insurance documentation, and Contractor's City business license.

Modification – Includes Change Orders, Supplemental Agreements, all Task Orders, and all Change Orders to Task Orders. A Modification may only be issued after the effective date of the Contract.

Specifications – Standard Specifications, Reference Specifications, Special Provisions, specifications in Change Orders or Supplemental Agreements, all Task Orders, and all

Change Orders to Task Orders between the Contractor and the Board.

Standard Plans – Details of standard structures, devices, or instructions referred to on the Plans, in the Specifications or in Task Orders by title or number.

Work – That which is proposed to be constructed or done under the Contract, any permit, or any Task Order including the furnishing of all labor, materials, equipment, and services.

Working Day – Any day within the Contract Term other than:

- a) Saturday,
- b) Sunday,
- c) Regarding Work on major highways, between the hours of 7:00 p.m. and 7:00 a.m. of the following Calendar Day,
- d) Regarding a Street, before 8:30 a.m. or after 3:30 p.m.,
- e) Regarding any other Task site, before 7:00 a.m. or after 6:00 p.m.,
- f) Any day designated as a holiday by the Agency,
- g) Any other day designated as a holiday in a master labor agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association,
- h) Any day the Contractor is prevented from working at the beginning of the Working Day for cause as specified in Section 6-4.1, and
- i) Any day the Contractor is prevented from working during the first five (5) hours with at least sixty percent (60%) of the normal Work force for cause as specified in Section 6-4.1.
- j) Any days and/or hour restrictions stipulated on Special Provisions

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage.

The abbreviations listed in Greenbook Section 1-3.2 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation
MUTCD	California Manual of Uniform Traffic Control Devices, latest edition

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NFPA	National Fire Protection Association
VCAPCD.....	Ventura County Air Pollution Control District

1-4 UNITS OF MEASURE.

1-4.1 General [see Greenbook].

1-4.2 Units of Measure and Their Abbreviations [see Greenbook].

1-5 SYMBOLS [see Greenbook].

1-6 BIDDING AND SUBMISSION OF THE BID.

1.6.1 General. [see Greenbook].

1-6.2 Subcontractor Listing [see Greenbook].

1-7 AWARD AND EXECUTION OF CONTRACT.

1-7.1 General. [see Greenbook].

1-7.2 Contract Bonds.

Greenbook Section 1-7.2, which is not incorporated, shall be completely replaced with the following:

“Before execution of the Contract, the Bidder shall file Surety Bonds with the City in the amounts and for the purposes noted below. Bonds issued by a Surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the City. Bonds from all other Sureties shall be accompanied by all of the documents enumerated in the Code of Civil Procedure Section 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each Bond shall incorporate by reference the Contract and be signed by both the Bidder and the Surety. The signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two (2) good and sufficient Surety Bonds. The Payment Bond shall be for not less than one hundred percent (100%) of the not to exceed Contract Price. The Payment

Bond shall be to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Contractor shall maintain the Payment Bond in full force and effect until six (6) months after the period in which a stop payment notice may be given under Civil Code Section 9356.

The Performance Bond shall be for one hundred percent (100%) of the not to exceed Contract Price to guarantee faithful performance of all Work until the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last, in a manner satisfactory to the City and that all materials and workmanship will be free from original or developed defects.

Should any Bond become insufficient or any Surety give notice of pending liquidation, the Contractor shall obtain a new Bond within ten (10) Calendar Days after receiving the City's notice. Should any Surety give notice of pending liquidation, the Contractor shall send a copy of the entire notice within five (5) Calendar Days of receiving the notice and shall obtain a new Bond within ten (10) Calendar Days after receiving the notice.

Should any Surety at any time be unsatisfactory according to the rules listed within this Section, the City will notify the Contractor in this regard. No further payments shall be deemed due or will be made under the Contract until a new surety qualifies and is accepted by the City.

Changes in the Work or extensions of time, made pursuant to the Contract or any Task Order, shall in no way release the Contractor or the Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney (as well as a photocopy of each Bond). Other than for a Bid Bond, Contractor may not provide a deposit in lieu of any Bond. Each Bond shall be executed by an admitted surety insurer. Nothing herein shall abridge or amend Greenbook Section 3-13.3 or the related provisions in these Contract Documents."

SECTION 2. SCOPE OF THE WORK

2-1 WORK TO BE DONE.

Greenbook Section 2-1, which is not incorporated, shall be completely replaced with the following:

"Upon the City's issuance of a Task Order, the Contractor shall perform all Work necessary to complete that Task in accordance with the Contract Documents and that Task Order. Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work. The Contractor shall not be allowed to begin any construction, reconstruction, erection, alteration, restoration, improvement, painting, repainting, demolition and/or repair Work at the Task site before the issuance of the Task Order."

2-2 PERMITS.

Greenbook Section 2-2, which is not incorporated, shall be completely replaced with the following:

"Before starting any Task, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any permits required from all other agencies. Should any Task

require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on that Task. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor and all Subcontractors shall each obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor and all Subcontractors shall bear all costs for their City Business Licenses."

2-3 RIGHT-OF-WAY.

The last sentence of Greenbook 2-3 is not incorporated and shall be completely replaced with the following:

"The Contractor shall conduct all of its activities and operations within the rights of way provided by the City or within the confines of public thoroughfares. The Contractor shall not allow its employees to use private property for any reason or to use water or electricity from such property without written permission from the property owner.

If, for any reason, the Contractor elects to encroach upon other lands, it shall first obtain written permission from the owner and provide evidence of such permission in writing to the Engineer prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the City harmless from all claims or suits for damages occasioned by such work or activity, whether done in compliance with this subsection and with permission from the owner or in violation of this subsection without permission from the property owner."

2-4 COOPERATION AND COLLATERAL WORK.

The following paragraph shall be added to the end of Greenbook Section 2-4:

"The Contractor shall be responsible for coordinating all Work with the City's street sweeping, solid waste collection, street maintenance contractors, Police and Fire Departments, utility companies' crews, other City Public Works projects, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made for this purpose."

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

2-5.1 General.

The following paragraph shall be added to the end of Greenbook Section 2-5.1:

"The Contractor and its Subcontractors and suppliers shall not start, operate, move, or idle their equipment prior to the time specified for starting work each Working Day unless otherwise approved by the Engineer."

2-5.2 Temporary Utility Services [see Greenbook].

2-5.3 Crushing and Screening Operations [see Greenbook].

2-5.4 Haul Routes.

Greenbook Section 2-5.4, which is not incorporated, shall be completely replaced with the following:

“The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on any Task. Further detail requirements for haul traffic may be delineated in the Special Provisions or the Task Orders.”

2-6 CHANGES REQUESTED BY THE CONTRACTOR [see Greenbook].

2-6.1 Requesting Extra Contract Units.

If the City’s Task Order limits the Work on any given Task by number of Contract Units, Contractor may request in writing extra Contract Units, which the Project Manager may grant in writing at his or her discretion. If the Contractor failed to request in writing extra Contract Units or the Project Manager did not affirmatively grant extra Contract Units, the City will not be obligated to pay for the extra Contract Units.

2-7 CHANGES INITIATED BY THE AGENCY.

The following paragraph shall be added to Greenbook Section 2-7:

“The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of a Task or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Project Manager, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.”

2-7.1 General.

Greenbook Section 2-7.1 which is not incorporated, shall be completely replaced with the following:

“The Agency may change the Plans, Specifications, Task Orders, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. The references to ‘additive’ and ‘deductive’ changes in this context are related to changes made within the scope of a Task.

Should it become necessary to exceed this twenty-five percent (25%) limitation, the change shall be by written Supplemental Agreement between the Contractor and Agency, unless both parties agree to proceed by Change Order.

Change Orders shall be in writing and state the dollar value of the change or establish the method

of payment, any adjustment in the Contract time of completion.”

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT.

Greenbook Section 3-1, which is not incorporated, shall be completely replaced with the following:

“No Contract or portion thereof or Task Order or portion thereof may be assigned without consent of the Board, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the Board to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the Agency and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City’s consent shall be contingent upon the City’s receipt of: (1) a letter from the Surety agreeing to the assignment and assigning the Bonds to the assignee without any reduction, or new Bonds supplied by the assignee (with a photocopy of each Bond) in the amounts originally required under the Contract Documents; (2) new insurance supplied by the assignee of the types and in the amounts required in the Contract Documents; (3) a copy of the assignee’s City business license; (4) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required on this Project and the related Tasks; and (5) a complete list of all the new Subcontractors on the Designation of Subcontractors form herein or written confirmation that all of the assignor’s Subcontractors will continue to provide Work and there are no new Subcontractors. Until the City receives all of the items mentioned in the prior sentence, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.”

3-2 SELF PERFORMANCE.

The first sentence of Greenbook Section 3-2, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall perform, with its own organization, Contract Work amounting to at least fifty percent (50%) of the Contract Price, and Task Work amounting to at least fifty percent (50%) of the Task price, except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed will be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization.”

3.3 SUBCONTRACTORS.

Greenbook Section 3.3, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall give personal attention to the fulfillment of every Task. The Contractor shall keep all Work under its control.

Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their Work on every Task.

In addition to the requirements of 3.3, before the Work of any Subcontractor is started (including Subcontractors later determined to apply to a particular Task), the Contractor shall submit with its bid the completed Designation of Subcontractor form herein listing the name, contractor license number, DIR registration number, phone number and business address of each Subcontractor and a description of the type of Work and highest possible percentage of any Work per Task Order to be so subcontracted. The highest possible percentage of any Work per Task Order may not exceed the Contractor’s self performance requirement as stated in Section 3-2. Only a single subcontractor per trade may be designated.”

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER.

Greenbook Section 3-4, which is not incorporated, shall be completely replaced with the following:

“The Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of any and all Tasks, and any and all questions which may arise as to the interpretation of the Plans, Specifications and any Task Order. The Engineer shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Engineer by emailing the Public Works Director (michael.wolfe@oxnard.org), requesting reconsideration of the Engineer’s decision. The appeal must contain: a clear explanation of the decision and how it impacts the rest of the Task; a clear explanation of the Contractor’s concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Public Works Director must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Engineer’s latest notice to the Contractor regarding the decision that Contractor wishes to appeal. Upon receipt of the appeal request, the Public Works Director or his or her designee shall review the email and all other information provided by the Contractor. The Public Works Director or his or her designee shall email the Contractor the decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor’s sole and exclusive remedy in event of a decision by the Engineer with which the Contractor disagrees. The Contractor’s failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Engineer’s decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City’s authorized representative for all Work within the scope of this Contract.”

3-5 INSPECTION.

The following paragraph shall be added to Greenbook Section 3-5:

“The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.”

The second sentence of Greenbook Section 3-5, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall notify the Engineer 48 hours in advance of the start of the Work.”

3-6 THE CONTRACTOR’S REPRESENTATIVE [see Greenbook].

The following paragraph shall be added to Greenbook Section 3-6:“Contractor’s representative or alternate shall be available after normal working hours to respond to circumstance that arise within 30 minutes of being contacted by the City Inspector or Project Manager. The representative or alternate shall not be replaced without written notice to the City, except under extraordinary circumstances. The superintendent will be the Contractor’s representative at the site and shall have authority to act on behalf of the Contractor. Lack of supervision will be grounds for a Stop Work notice issued by the City, in which case no Work will be performed unless proper supervision is provided.”

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

The following shall be added to Greenbook Section 3-7.1:

“The Contractor shall keep at the Work site a copy of the Plans, Specifications, and relevant Task Orders, all of which the Engineer shall have access to at all times.

The Plans, Specifications, other Contract Documents and Task Orders shall govern the Work. The Contract Documents and Task Orders are intended to be complementary and cooperative. Anything specified in the Specifications, Plans or Task Orders shall be as though shown on or specified in all three (3) documents.

The Plans and/or Task Orders shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.

The Contractor shall, upon discovering any error or omission in the Plans, Specifications or Task Orders, immediately call it to the attention of the Engineer.

Contractor shall maintain a control set of Plans, Specifications and any relevant Task Order on that Task’s site at all times. All final locations determined in the field, and any deviations from the Plans, Specifications, and relevant Task Orders, shall be marked in red on said control set to show the as-built conditions. This control set shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. These documents shall be kept up to date with the progress of the Work. Upon completion of all Work on a Task, the Contractor shall return the control set to the

Project Manager. Final payment will not be made until this requirement is met on all Tasks.

Where a Work feature is shown on the drawings, identified in the Specifications, or listed in the Task Order but is not individually mentioned in the Cost and Rates Exhibit sheets, the Contractor is required to complete the Work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a Work feature shall be included in the Task Order Proposal.”

3-7.2 Precedence of the Contract Documents.

Greenbook Section 3-7.2, which is not incorporated, is completely replaced with the following:

“The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last, to any Task Orders.
3. Task Orders.
4. Change Orders and Supplemental Agreements, whichever occur last, to the Contract Documents.
5. Contract.
6. Addenda.
7. Notice Inviting Bids.
8. Instructions to Bidders.
9. Bid/ Proposal.
10. Plans.
11. Special Provisions.
12. General Provisions.
13. Plans.
14. City Standard Plans.
15. SSP.
16. Greenbook.
17. Reference Specifications.

All of the aforementioned documents are incorporated herein by this reference.

3-8 Submittals [see Greenbook].

3-8.1 General [see Greenbook].

3-8.2 Working Drawings [see Greenbook].

3-8.3 Shop Drawings [see Greenbook].

3-8.4 Supporting Information [see Greenbook].

3-8.5 Installation Instructions [see Greenbook].

3-8.6 Manufacturer’s Operation, Maintenance, and Warranty Instructions [see Greenbook].

3-9 SUBSURFACE DATA.

The following shall be added to Greenbook Section 3-9:

“If the City or its consultants have made investigations of subsurface conditions in areas where any Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor’s sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.”

3-10 SURVEYING.**3-10.1 General.**

Greenbook Section 3-10.1, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall verify all dimensions on the drawings in the Contract Documents or any Task Order and shall report to the City any discrepancies before proceeding with a related Task. The City does not provide AutoCAD files. The Contractor shall perform all survey and layout Work per the benchmark information in the Contract Documents or any Task Order. Said surveying and staking shall be performed by a land surveyor, licensed to perform said work in the State of California. All surveying Work must conform to the Professional Land Surveyors’ Act (Business and Professions Code Section 8700 *et seq*). The Contractor shall provide the Engineer with the results of the survey before proceeding. All Project or Task surveying notes and “cut-sheets” are to be provided to the City after the completion of each surveying activity, and all final surveying notes shall be provided before final payment to the Contractor. All survey work shall be performed to the satisfaction of the Engineer.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor’s expense.”

3-10.3 Line and Grade [see Greenbook].**3-10.4 Permanent Survey Markers [additional to Greenbook].**

Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that ‘control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control’ until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying

within the State of California.

If a Task requires the Contractor to disturb survey monuments, the Contractor shall submit to the Engineer a minimum of five (5) Calendar Days before starting the Task a list of controlling survey monuments that may be disturbed. The Contractor will:

- a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed;
- b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments; and
- c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

The Contractor is responsible for preservation and perpetuation of existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Engineer or Surveyor before disturbance or removal of existing monuments. The Contractor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771 at its own expense."

3-10.5 Survey Service *[additional to Greenbook]*.

"The Contractor will perform and be responsible for the accuracy of surveying adequate for construction. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement will be performed by the Contractor at its own expense.

The Contractor shall notify the Engineer in writing at least two (2) Working Days before survey information will be required in connection with the laying out of any portion of a Task. The Contractor shall dig all holes necessary for line and grade stakes.

Unless otherwise specified in the Special Provisions, the Contractor will set and station stakes for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

The line and grades for construction will be parallel to and offset from the position of the Work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the Work and shall be responsible for the correctness of same."

3-11 CONTRACT INFORMATION SIGNS.

The following shall be added to Greenbook Section 3-11:

"Contractor shall not advertise or allow advertising at any Task site other than what is printed on trucks and equipment before the Work begins."

3-12 WORKSITE MAINTENANCE.

The following shall be added to Greenbook Section 3-12:

“Thorough clean-up shall be done as Work progresses on each Task at the end of each Working Day. The Contractor shall not allow a Task site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at a Task site and cannot be “stockpiled,” but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City. The City shall then deduct the cost of its cleaning from the next or any upcoming payments due to the Contractor or from the Contractor’s retention.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make arrangements for any off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within a Task site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor’s equipment and personal vehicles of the Contractor’s employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer’s written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at a Task site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Task, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of any Task by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of that Task site.

All costs associated with the clean-up and storage required to complete the Task shall be the sole responsibility of the Contractor.”

3-12.1 General [see Greenbook].

3-12.2 Air Pollution Control [see Greenbook].

3-12.3 Noise Control [see Greenbook].

The following shall be added to Greenbook Section 3-12.3:

“To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City’s ordinances. The Contractor shall inform the public of proposed construction time frames on any Task to minimize potential annoyance related to the construction noise.”

3-12.4 Storage of Equipment and Materials [see Greenbook].

3-12.4.1 General [see Greenbook].

3-12.4.2 Storage in Public Streets [see Greenbook].

3-12.5 Sanitary Sewers.

3-12.5.1 General [see Greenbook].

3-12.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

3-12.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

3-12.6 Water Pollution Control.

3-12.6.1 General [see Greenbook].

3-12.6.2 Best Management Practices (BMPs).

The following shall be added to Greenbook Section 3-12.6.2:

“The Contractor will be required to meet the minimum BMPs of providing a Stormwater Management Plan if any Task does not require a SWPPP according to the Ventura County Watershed Protection District. The Contractor shall submit a Best Management Practice (BMP) Plan for containing any wastewater or storm water runoff from the Task site including, but not limited to the following:

1. No placement of construction materials where they could enter Storm Drain system, which includes gutters that lead to catch basins.
2. Checking construction vehicles for leaking fluids.
3. Providing a controlled area for cleaning or rinse-down activities.
4. Monitoring construction activities.
5. Minimizing usage of water.
6. Providing measures to capture or vacuum-up water contaminated with construction debris.
7. Removing any construction-related debris on a daily basis.
8. Protecting Work areas from erosion.
9. Street sweeping at regular intervals required to control dust, debris, sediment and erosion.

The BMP Plan must be approved by the Project Manager before any Work on any Task begins. The City will monitor the adjacent Storm Drains and Streets for compliance. Failure of the Contractor to follow the approved BMP Plan will result in immediate clean-up by City and back-charging the Contractor for all costs plus fifteen percent (15%).”

3-2.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

Greenbook Section 3-12.6.3, which is not incorporated shall be completely replaced with the following:

“If the nature of a Task requires the Contractor to file a Notice of Intent and SWPPP with the State regulatory agency, the Contractor shall do so. If this is not required, the Contractor shall submit a

local SWPPP and a wet weather erosion control plan during the rainy season October 1st to April 15th to comply with City policy regarding storm water management. The Contractor shall take all necessary precautions to minimize storm water pollution and control the pollutants from entering the drainage system as directed by the City's representative. At any point, a local SWPPP is subject to change if the City determines the inadequacy of the approved SWPPP to address the pollutants of concern. Upon written notification by the City, the Contractor shall submit a revised SWPPP, subject to City approval, within five (5) Working Days following notification. Failure to do so could result in a stoppage of all Work on the relevant Tasks without an extension in the time for completion of the Work."

3-12.6.4 Dewatering.

The following shall be added to Greenbook Section 3-12.6.4:

"Failure to dewater per Contractor's approved dewatering plans per Task shall lead to the immediate issuance of a stop notice on that Task. Any fees associated with the failure to perform dewatering will be passed onto the Contractor."

3-12.6.5 Payment [see Greenbook].

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.1 Completion.

Greenbook Section 3-13.1, which is not incorporated, shall be completely replaced with the following:

"For each Task, the Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents and that Task Order, the Engineer will set forth in writing the date the Work was completed. This will be the date to which liquidated damages will be computed."

3-13.2 Acceptance.

Greenbook Section 3-13.2, which is not incorporated, shall be completely replaced with the following:

"A Task will not be considered complete until all required Work is completed, the Task site is cleaned up in accordance with Greenbook Section 3-12, the General Provisions, the Special Provisions, and the Task Order, and all of the following items have been received by the Project Manager:

1. All written guarantees and warranties;
2. All "as-builts"; and
3. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic

adjustments, maintenance or other operation procedures.

The Contractor shall submit a written notice for final inspection on each Task to the Project Manager. The Project Manager's acceptance of each Task must be in writing.

The Project shall be considered 'completed' and 'accepted' at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last."

3-13.3 Warranty.

Greenbook Section 3-13.3, which is not incorporated, shall be completely replaced with the following:

The Work shall be warranted by the Contractor against defective materials and workmanship for a period of one (1) year. For the purposes of the calculation of the start of the warranty period, the Project shall be deemed to be completed per section 3-13.2. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Project Manager's acceptance of the final item on that punchlist.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are deemed completed per section 3-13-2.

The Contractor shall repair or replace defective materials and workmanship as required by the Engineer at Contractor's own expense. The Contractor shall make all repairs, replacements, and restorations within thirty (30) Calendar Days of the date of the Project Manager's written notice, unless that notice shall require such repairs, replacements, and restorations within another time frame. Additionally, the Contractor shall defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects or non-compliance.

No certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under this warranty. Payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual cost, the Contractor's surety shall be liable for the cost thereof."

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL [see Greenbook].

4-2 PROTECTION.

The following shall be added to Greenbook Section 4-2:

"The Contractor shall continuously maintain adequate protection of all of its Work from damage.

The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.”

4-3 INSPECTION.

4-3.1 General [see Greenbook].

4-3.2 Inspection by the Agency [see Greenbook].

4-3.3 Inspection of Items Not Locally Produced [see Greenbook].

4-4 TESTING.

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Greenbook and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-5 CERTIFICATE OF COMPLIANCE [see Greenbook].

4-6 TRADE NAMES.

The following shall be added to Greenbook Section 4-6:

“For convenience in designation on the Plans, Specifications and Task Orders, certain materials, products, things, or services incorporated in the Work may be designated under a brand or trade name. Unless otherwise listed in a Task Order, the use of alternative materials, products, things, or services that are of equal quality and of the required characteristics for the purpose intended will be allowed, subject to the approval of the Project Manager, in accordance with Public Contract Code Section 3400 and Greenbook Section 4-6. Unless otherwise stated in writing, the phrase “or equal” shall be assumed after any and all brand and trade names.

If the Contractor requests to substitute an equivalent material, product or thing for a brand or trade name material, product or thing, the burden of proof as to the comparative quality and suitability of the alternative material, product or thing shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Manager, including but not limited to:

- Identification of the material, product or thing and complete manufacturer’s literature that details the substituted material, product or thing.
- The names and addresses of the manufacturer’s representative for the substituted material, product or thing.
- How the substituted material, product or thing would impact the Task’s completion date.
- The difference in cost between the substituted material, product or thing and the specified material, product or thing.
- A detailed description of the difference between the substituted material, product or thing and the specified material, product or thing.
- If requested by the City, samples of the substituted material, product or thing.
- The names and addresses of at least five (5) projects where the substituted material, product or thing has been used.

If the Contractor requests to substitute an equivalent service for a brand or trade name service, the burden of proof as to the comparative quality and suitability of the alternative service shall likewise be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Manager, including but not limited to:

- Identification of the service and literature that details the substituted service.
- The names and addresses of the representatives of the substituted service.
- How the substituted service would impact the Task's completion date.
- The difference in cost between the substituted service and the specified service.
- A detailed description of the difference between the substituted service and the specified service.
- The names and addresses of at least five (5) projects where the substituted service has been used.

All requests for substitution shall be submitted, together with all documentation necessary for the Project Manager to determine equivalence, no later than three (3) Calendar Days following a Task Order, unless a different deadline is listed in the Special Provisions or in that Task Order."

4-7 WEIGHING AND METERING EQUIPMENT [see Greenbook].

4-8 CALIBRATION OF TESTING EQUIPMENT [see Greenbook].

SECTION 5 LEGAL REGULATIONS AND RESPONSIBILITIES

5-1 LAWS TO BE OBSERVED [see Greenbook].

5-2 SPECIAL NOTICES [see Greenbook].

5-3 LABOR.

5-3.1 General [see Greenbook]

5-3.2 Prevailing Wages.

Greenbook Section 5-3.2 is not incorporated into these Contract Documents.

5-3.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that the Tasks comprising the Project are "public work" as defined in Labor Code Section 1720 *et seq.*, and that these Tasks are subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771 and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the Contract Term.

5-3.2.2 Copies of Wage Rates [additional to the Greenbook].

Pursuant to Labor Code Section 1773.2, once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform that Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. By initiating any Task, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates all rate changes at each job site covered by these Contract Documents.

5-3.2.3 Job Site Notices [additional to the Greenbook].

The Contractor is required to post job site notices, as prescribed by regulation.

5-3.2.4 Failure to Pay Prevailing Rates [additional to the Greenbook].

The Contractor 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any Task done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.2.5 Apprentices [additional to the Greenbook].

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all occupations that have apprentices, including notifying approved apprenticeship programs of Contract award, employing apprentices, and paying training fund contributions. Before commencing any Task, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.2.6 Debarment or Suspension [additional to Greenbook].

The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract Term pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor or any Subcontractor becomes debarred or suspended throughout the duration of the Contract Term, the Contractor shall immediately notify the City.

5-3.3 Payroll Records.

Greenbook Section 5-3.3, which is not incorporated, shall be completely replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which require the Contractor and each Subcontractor to (1) keep accurate payroll records and

verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from any payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR.”

5-3.4 Hours of Labor.

Greenbook Section 5-3.4, which is not incorporated, shall be completely replaced with the following:

“The Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of any Task by the Contractor or by any Subcontractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) 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 employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted on a Task only upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.”

5-3.5 Registration with the DIR [additional to the Greenbook].

A Contractor or Subcontractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded. Contractor 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 the Contract.

5-3.6 Compliance Monitoring [additional to the Greenbook].

This Project and all related Tasks are subject to compliance monitoring and enforcement by the DIR.

5-3.7 Subcontractors [additional to the Greenbook].

For every Subcontractor who will perform Work on any and all Tasks, the Contractor shall be responsible for such Subcontractor’s compliance with Labor Code Sections 1720 *et seq.*, 1860 and 3700, and the Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a

requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.8 Debarred or Suspended Subcontractors *[additional to the Greenbook]*.

The Contractor shall not perform Work on any Task with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or 1777.7.

5-3.9 Prevailing Wage Indemnity *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 503 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, any Task Order, or both, including without limitation the payment of all attorneys' fees and other related costs and expenses.

5-3.10 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 5-3 shall survive expiration or termination of the Contract.

5-4 INSURANCE *[see Greenbook]*.

Greenbook Section 5-4, which is not incorporated, shall be completely replaced with the following:

"All insurance requirements shall be those listed in the City's document titled INS- D, which is incorporated herein by this reference."

Greenbook Sections 5-4.1, 5-4.2, 5-4.3 and 5-4.4 are not to be incorporated into these Contract Documents.

5-4.1 Indemnification *[additional to the Greenbook]*.

5-4.2 Contractor's Duty *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the

Contractor or any of its officers, employees, and agents, Subcontractors, material suppliers or any of their officers, employees, or agents arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

5-4.3 Civil Code Exception *[additional to the Greenbook]*.

Nothing in this Section 7-4 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-4.4 Nonwaiver of Rights *[additional to the Greenbook]*.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-4.5 Waiver of Right of Subrogation *[additional to the Greenbook]*.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-4.6 Survival *[additional to the Greenbook]*.

The provisions of this Section 7-4 shall survive the Contract Term, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

5-5 ANTITRUST CLAIMS *[see Greenbook]*.

5-6 PATENT FEES OR ROYALTIES *[see Greenbook]*.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

The following shall be added to Greenbook Section 5-7.1.1:

“The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe Project site.”

5-7.1.2 Work Site Safety Official [see Greenbook].

5-7.2 Safety Orders.

5-7.2.1 General [see Greenbook].

5-7.2.2 Shoring Plan [see Greenbook].

5-7.2.3 Payment [see Greenbook].

5-7.3 Use of Explosives [see Greenbook].

5-7.4 Hazardous Substances [see Greenbook].

5-7.5 Confined Spaces.

5-7.5.1 Confined Space Entry Program (CSEP) [see Greenbook].

5-7.5.2 Permit-Required Confined Spaces [see Greenbook].

5-7.5.3 Payment [see Greenbook].

5-7.5.4 “Tailgate” or Safety Meetings [additional to the Greenbook].

The Contractor must submit to the Project Manager a written report by the end of every week of the “tailgate” or safety meeting(s) held by the Contractor and every Subcontractor working on the Project that week. The Contractor may require that every Subcontractor prepare its own weekly “tailgate” or safety meeting reports; however, every week the Contractor is still responsible for getting a copy of each Subcontractor’s report to the Project Manager. Each written report shall include an agenda of the meeting topics, the date, time and location of the meeting, and a list of attendees.

5-7.6 Flood Lighting.

5-7.6.1 General [see Greenbook].

5-7.6.1 Payment [see Greenbook].

5-7.7 Security and Protective Devices [see Greenbook].

5.7.7.1 General [see Greenbook].

5-7.7.2 Security Fencing [see Greenbook].

5-7.8 Steel Plate Covers.

5-7.8.1 General [see Greenbook].

5-7.8.2 Thickness [see Greenbook].

5-7.8.3 Installation [see Greenbook].

5-7.8.4 Payment [see Greenbook].

5-7.8.5 Protection of the Public [additional to the Greenbook].

“It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor’s operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work or partially removed facilities. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The requirements of the State Division of Industrial Safety for trenches, excavations and shoring shall apply to all aspects of this Project. Safety is stressed. Trenches, excavations and other openings, if any, shall be covered at the end of each Working Day. Any operations or situation that threatens the safety of workers or the public, including traffic control not in compliance with the approved traffic control plan and the MUTDC, shall cause the suspension of Work until corrections are made.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work, and shall be solely responsible for all construction methods and sequences.

Should the Contractor not comply with CalOSHA or federal OSHA safety requirements and the Project Manager find out, he or she may issue a Notice of Noncompliance. If the Project Manager does so, the Contractor will furnish and install additional or different measures at the Contractor’s own expense. Should the Contractor refuse or fail to act in a timely manner to correct a hazardous condition, the Project Manager may direct City forces or another contractor to provide the necessary protective and warning devices as deemed appropriate by the Project Manager. The costs incurred by the City will be deducted from the Contractor’s next payment and further payments as needed. Any action or inaction on the part of the City in directing attention to the inadequacy of warning and protective measures or providing additional protective and warning devices shall not relieve the Contractor from responsibility for public safety or change the Contractor’s obligation to furnish and pay for these devices.”

5-7.9 Emergencies *[additional to the Greenbook]*.

“Five (5) Calendar Days before the start of construction operations, the Contractor shall notify the Police and Fire Departments wherein the Project lies, giving the expected starting date, completion date and the name and telephone number of a responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

Whenever an emergency exists and the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor’s operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished.

All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.”

5-7.10 Public Notices *[additional to the Greenbook]*.

5-7.10.1 Notification to Property Owners and Businesses *[additional to the Greenbook]*.

“In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor’s name, the Contractor’s phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice approved by the Project Manager before distribution. The Contractor must hand-deliver all notices to adjacent residents, business, and other areas directed by the Project Manager.”

5-7.10.2 Residents’ Complaints *[additional to the Greenbook]*.

It is critical that residents’ complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor, in turn, shall contact the resident, inform the Project Manager within twenty-four (24) hours of the action to be taken, or both, at the Project Manager’s discretion.

5-7.10.3 Project Identification Sign *[additional to the Greenbook]*.

“The Contractor must furnish portable changeable message signs if required by the City’s Traffic Engineer. The Contractor shall program messages and place in location as directed, including periodic relocations as required. The Contractor must keep such signs clean and in good repair.”

5-7.11 Access *[additional to Greenbook]*.

“All construction Work and traffic control shall be scheduled and constructed to provide for a

minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic until the Work called for in the Plans, Greenbook, General Provisions, Special Provisions and Task Orders and as directed by the Project Manager is complete.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for construction that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule of any Task shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected."

5-7.12 Traffic [additional to the Greenbook].

"TEMPORARY NO PARKING" signs shall be posted at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking in that Task is accepted by the City. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor."

5-7.12.1 Traffic Control Plan (TCP) [additional to the Greenbook].

"All Tasks shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan (TCP) for all phases of construction for review that shall conform to the Task Order, Greenbook, General Provisions, Special Provisions, the MUTCD, the latest edition of the SSS and the SSP and must be approved by the Project Manager before construction. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work on the Task before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense, and no additional Working Days will be granted.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of any Task. Traffic control shall address parking changes as well. Before the beginning of any Work, or if there are changes to the proposed TCP then after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During

any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the construction zone.

For construction in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into the Task's schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify School District of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required and at the end of each Working Day. "

5-7.12.2 *Street Closures, Detours, Barricades [additional to the Greenbook].*

"Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions or the Task Order.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the MUTCD. Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection with this will be deducted from the Contractor's next payment or the retention.

Advance warning signs must be provided with orange warning flags in advance of temporary stop signs. Temporary stop signs are required any time a traffic signal is dark. Temporary stop signs shall be mounted at seven (7) feet height. The Contractor shall post standard "NO STOPPING – CONSTRUCTION ZONE" signs forty-eight (48) hours before construction, not more than fifty (50) feet apart within the Work area, showing the date and time of construction.

The Contractor shall provide advance construction notification signs at each end of each Task at least three (3) Calendar Days before the start of construction at each site. Notification signs shall include the construction start and completion dates."

5-8 *RECYCLING OF MATERIALS [additional to the Greenbook].*

"Contractor must adhere to the City's recycling plans, which are incorporated by this reference and available through the Project Manager."

5-9 *CONFIDENTIALITY [additional to the Greenbook].*

5-9.1 *Confidential Information [additional to the Greenbook].*

"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, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, change orders and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans 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 (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense."

5-9.2 Information Provided by Contractor *[additional to the Greenbook]*.

"All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City. The Contractor does not have the authority to, and shall not, allow anyone else to reproduce, transmit, disclose or use such Confidential Information; if such a request is submitted, Contractor shall direct the requestor to the City."

5-9.3 Exemptions *[additional to the Greenbook]*.

"Notwithstanding the above, these limitations shall not apply to information: (i) that is already known to Contractor at the time of its disclosure or becomes publicly known through no wrongful act or omission of Contractor; (ii) when such information is communicated to a third party with the express written consent of the City and is not subject to restrictions on further use or disclosure; or (iii) that is required by law to be disclosed to any governmental agency, or required by court order, a court-issued subpoena or other legal process to be disclosed. Before making any such disclosure listed in this paragraph, Contractor shall immediately provide the City with written notice and a reasonable opportunity for the City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is impermissible by law or court order."

5-9.4 Enforcement *[additional to the Greenbook]*.

"Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 5-9.4 may result in irreparable injury to the City."

5-9.5 No Warranties by City *[additional to the Greenbook]*.

"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 Section or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section."

5-9.6 Survival *[additional to the Greenbook]*.

“All duties of the Contractor under this Section 5-9.6 shall survive expiration or termination of the Contract.”

5-10 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS [additional to Greenbook].

“The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed and approved by the City Inspector before the start of that Task.

Where the Contractor damages, wholly or partially removes, or reduces the reflectivity of existing traffic striping, pavement markings, and curb markings, such striping or markings shall also be considered as existing improvements, and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the state of the striping, pavement markings, and curb markings before Contractor began the Task(s) or to the nearby existing improvements, whichever is higher quality, and shall match this standard in finish and dimensions unless otherwise specified.

All costs to the Contractor for marking, protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.”

SECTION 6. PROSECUTION AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

The Greenbook uses the term “construction schedule” but the City prefers the term “baseline construction schedule” in this context; thus, where “construction schedule” appears in Greenbook Section 6-1 or any of its subsections, “baseline construction schedule” is substituted.

6-1.1 Baseline Construction Schedule.

The following shall be added to Greenbook Section 6-1.1:

“The first sentence of this Section shall be replaced by the following: “After the City issues a Task Order and before starting any Work on that Task, the Contractor shall submit its proposed baseline construction schedule for that Task to the City Engineer for approval unless the City Engineer waives this requirement.”

Contractor shall not proceed pursuant to a Task Order until the baseline construction schedule documents are submitted to the Project Manager for approval. “Approval” within this Section shall mean the Project Manager ensures the baseline construction schedule meets the start and end dates and meets format requirements; “approval” does not include the Project Manager’s assessment of whether the Work can be completed according to that baseline construction schedule. “

6-1.1.1 Pre-Construction Meeting [additional to Greenbook].

“At the Project Manager’s discretion, the Contractor and the Project Manager shall hold a pre-construction meeting before any Work on any Task commences. If so, the Contractor’s Project

Manager for that Task, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate shall attend that meeting.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Project Manager for approval a minimum of two (2) Working Days before each Task's pre-construction meeting. Unless previously submitted to the Project Manager, the Contractor shall bring to the pre-construction meeting copies of each of the following for that Task:

- 1) The Baseline Construction Schedule.
- 2) Both the daytime and emergency phone numbers of the person or persons who will be designated as Contractor's general construction superintendent or on-site construction manager for all Tasks.
- 3) A procurement schedule of major equipment and materials and items requiring long lead time.
- 4) Shop drawing/ a sample submittal schedule.
- 5) A preliminary schedule of values for progress payment purposes, unless payment shall be made in one lump sum, which shall be stated.

The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. For each Task, the Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's proposed baseline construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the time in which the Task is being performed.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of a Task site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Labor Requirements, including but not limited to prevailing wages.
- 14) Permits.
- 15) Any other item that the Project Manager states is relevant to the meeting."

6-1.1.2 *Progress Meetings [additional to Greenbook].*

"Progress meetings may be held during the course of each Task at intervals set by the Project Manager. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a "look ahead" schedule for each meeting that gives information up to the date of the next meeting. The Project Manager will preside at these meetings. As the Task progresses, if it is determined by mutual agreement of the attendees, that such meetings are not necessary, the progress meetings may be changed to a different interval or may be stopped entirely."

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2, which is not incorporated, shall be completely replaced as follows:

“The Contract time shall commence upon the date of issuance of the first Task Order. The Work shall start within the time period that the Project Manager states and be diligently prosecuted to completion by the deadline written in the Task Order.”

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2, which is not incorporated, shall be completely replaced as follows:

“If the Contractor has fallen behind any Task’s approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than twenty percent (20%) of the total number of Working Days for each Task, the Contractor shall submit a recovery schedule to the Project Manager that exactly indicates measures of schedule recovery including, but not limited to, revised methods of procurement, revised sequencing of Work, and any additional measures such as increasing the number of personnel, shifts, overtime operations, Working Days, amount of construction equipment until such time as the Task is back on schedule. All costs required to bring the Task back on schedule shall be borne by the Contractor without additional cost to the City.

If the Contractor falls behind any Task’s approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than thirty-five percent (35%) of the total number of Working Days for each Task—or if the Contractor is being paid a lump sum, by more than three (3) Working Days—the City can deem that the Contractor is in material breach of the Contract, in which case the Work shall be turned over to the Surety for completion.

Alternatively, if the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may issue an order of noncompliance in any form or manner. If the order is in writing, the Project Manager has the option of listing the steps required to remedy the situation and reasonable deadlines for each step. The Project Manager may also provide that if such steps are not taken within such listed deadlines, then an amount of listed in the Task Order as the liquidated damages for that particular Task may be assessed for each Calendar Day of delay as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess liquidated damages in accordance with Section 6-9 and these General Provisions. Execution of the Task Order shall constitute agreement by the City and the Contractor that the listed amount per Calendar Day is the minimum value of the costs and actual damage caused by the failure of the Contractor to prosecute the Task according to the construction schedule. Such sum is similar to liquidated damages, shall not be construed as a penalty, and may be deducted from payments due to the Contractor if such delay occurs.

These options are available in addition to all other options in the Greenbook or as otherwise legally available.”

6-3 TIME OF COMPLETION.

6-3.1 General.

Greenbook Section 6-3.1, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall complete each Task, and each portion thereof, within the time specified in that Task Order.”

6-3.2 Contract Time Accounting [see Greenbook].

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General.

Greenbook Section 6-4.1, which is not incorporated, shall be completely replaced as follows:

“If delays are caused by unforeseen events beyond the control of the Contractor, and the Project Manager approves the unforeseen events, such delays may entitle the Contractor to an extension of the Task’s time as provided in the Task Order, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in 6-4.3. In any case, no extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. No time extension will be granted for delays which do not affect the critical path of the baseline construction schedule on any Task.

Unless otherwise agreed to in writing, an adjustment to the Task’s time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the rights of the parties, or either of them, to seek an adjustment to the Task’s time, then the parties forever relinquish and waive such rights and there shall be no further adjustments to the Task’s time.

6-4.2 Extensions of Time.

The following shall be added to Greenbook Section 6-4.2:

“In the event it is deemed appropriate by the City to extend the time for completion of the Work on any Task, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time without additional notice. The amount of time allowed by an extension shall be limited to the period of the delay giving rise to that extension as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Task’s time, the Contractor shall promptly proceed with the Work.”

6-4.3 Payment for Delays.

The following shall be added to Greenbook Section 6-4.3:

“Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment or compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of a Task, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Task by the period of the delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor."

6-4.4 Written Notice and Report.

Greenbook Section 6-4.4, which is not incorporated, shall be completely replaced as follows:

"If the Contractor desires payment for a delay or an extension of time, the Contractor shall submit to the Project Manager a written request and report of cause within three (3) Working Days after the beginning of the delay such a request and report are impossible to submit due to the nature of the delay. In such a case, Contractor shall submit the request and report as soon thereafter as possible.

Such request and report of cause shall specify the nature of the delay and the conditions that set the beginning time of delay. If the delay is due to an inability to obtain materials or equipment, the request and report of cause must include the following items as appropriate under the circumstances: the date Contractor was first notified of the delay; the date the delay began; the exact description of the material, equipment or other cause of the delay; documentation showing when and from whom the delaying item was ordered; documentation of promise to deliver the delaying item; documentation of actual delivery date of the delaying item; description of how late delivery caused delay, including references to the construction schedule; documentation of measures taken to get prompt delivery; documentation of attempts to get delivery from other sources; description of steps taken in the Work scheduling to minimize effects of late delivery; a description of steps taken to get the Task back on schedule after delivery; and a statement of the actual time lost as a result of late delivery. Failure by the Contractor to file all of these items within the time specified herein will be considered grounds for rejection by the City, regardless of the merit of the issues raised in that notice."

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION.

6-6 SUSPENSION OF THE WORK.

6-6.1 General [see Greenbook].

6-6.2 Archeological and Paleontological Discoveries [see Greenbook].

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

6-7.1 General [see Greenbook].

6-7.2 Notice to Cure [see Greenbook].

6-7.3 Notice of Termination for Default [see Greenbook].

6-7.4 Responsibilities of the Surety.

The first sentence of the second paragraph of this Section, which is not incorporated, is replaced in full with the following:

“Within ten (10) Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Agency a written plan detailing the course of action it intends to take to remedy the default.”

6-7.5 Payment [see Greenbook].

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

The following shall be added to Greenbook Section 6-8:

“In addition to the reasons for termination listed in Greenbook Section 6-8, which allow termination upon any written notice, the City may terminate the Contract for any other reason or for no reason upon thirty (30) Calendar Days’ written notice, and the City may terminate any Task for any reason or for no reason upon seven (7) Calendar Day’s written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor’s required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract or in the terminated Task.

Furthermore, some of the City’s projects are funded in whole or in part by funds other than the City’s General Fund. If this Project or any Task is funded by such external funds in whole or in part, those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project or any Task, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project or any Task immediately. The City shall reimburse the Contractor for any Work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard.”

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9, which is not incorporated, shall be completely replaced with the following:

“Contractor must complete all Work for a Task by the date listed in that Task Order. Failure of the Contractor to complete each Task within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive Calendar Day in excess of the time specified for completion of the Task, as adjusted in accordance with 6-4, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of that is listed in that Task Order, which in any case shall not exceed \$250.

Issuance of the Task Order shall constitute agreement by the Agency, and the commencement of Work on that Task shall constitute agreement by the Contractor, that the amount per Calendar

Day listed in that Task Order is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work of that Task within the allotted time. Such sum is liquidated damages, shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.”

6-10 CEASING ISSUANCE OF TASK ORDERS *[additional to Greenbook]*.

“At any time, the Agency may stop issuing Task Orders for new Tasks, which shall not constitute a termination of the Contract. The Agency does not guarantee any amount of Work under this Contract, any particular type of Work within the scope of services in the Contract Documents, or any frequency of Task Orders. “

SECTION 7 MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.1 General *[see Greenbook]*.

7-1.2 Methods of Measurement.

The following shall be added to Greenbook Section 7-1.2:

“The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete all Tasks as outlined in these Contract Documents and their Task Orders and as directed by the Project Manager.”

7-1.3 Certified Weights *[see Greenbook]*.

7-2 LUMP SUM WORK *[see Greenbook]*.

7-3 PAYMENT.

7-3.1 General *[see Greenbook]*.

7-3.2 Partial and Final Payment *[see Greenbook]*.

7-3.2.1 Monthly Closure Date and Invoice Date *[additional to Greenbook]*.

“In accordance with Greenbook Section 7-3.2, the monthly closure date shall be the last Working Day of each month. The Contractor will measure WIP performed during the month and will submit a Quantify WIP, with the Project Inspector for payment backup on all Tasks over thirty (30) Calendar Days. The Contractor shall also submit its statement of completed Work with the Project Inspector on any lump sum payments completed that month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.”

7-3.2.2 Payments *[additional to the Greenbook]*.

“The City shall make payments within thirty (30) Calendar Days after receipt of the Contractor’s undisputed and properly submitted payment request, including an updated construction schedule for each pending Task pursuant to Section 6-1.1 of both the Greenbook and the General

Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Calendar Days after receipt, and shall explain in writing the reasons why the payment request is not proper.”

7-3.2.3 *Retention [see Greenbook].*

7-3.2.4 *Final Invoice and Payment [additional to the Greenbook].*

“Whenever the Contractor completes all Tasks, the City accepts all Tasks, and the Contract Term ends, whichever occurs last, the Project Manager shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the Project Manager a written statement of the final quantities of items for inclusion in the final invoice. Upon receipt of such an invoice, the Project Manager shall check the quantities included therein and shall authorize a payment amount, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents (“Final Payment Amount”). In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.”

7-3.2.5 *Substitute Security [see Greenbook].*

7-3.2.5.1 *Substitution of Securities for Performance Retention [see Greenbook].*

7-3.2.5.2 *Deposit of Retention Proceeds with an Escrow Agent [see Greenbook].*

7-3.2.5.3 *Subcontractor Entitlement to Interest [see Greenbook].*

7-3.2.5.4 *Securities Eligible for Investment [see Greenbook].*

7-3.2.5.5 *Escrow Agreement for Security Deposits in Lieu of Retention [see Greenbook].*

7-3.2.5.6 *Inconsistencies with Prevailing Statutory Requirements [additional to the Greenbook].*

“If there is any inconsistency between or differences in Public Contract Code Section 22300 or any future amendments thereto and the terms of this provision, Section 22300 shall control.”

7-3.5 *Contract Unit Prices.*

7-3.5.1 *General [see Greenbook].*

7-3.5.2 *Increases of More Than 25 Percent [see Greenbook].*

7-3.5.3 *Decreases of More Than 25 Percent [see Greenbook].*

7-3.6 *Stipulated Unit Prices [see Greenbook].*

7-3.7 *Agreed Prices [see Greenbook].*

7-3.8 Eliminated Items.

Greenbook Section 7-3.8, which is not incorporated, shall be completely replaced with the following:

“Should any item on a Task Order be eliminated in its entirety, and Contractor already ordered materials conforming to the Plans, Specifications, and relevant Task Order in the eliminated item before the date of notification of elimination by the Engineer, Contractor shall attempt to cancel the order or return the materials for a full refund; if Contractor is able to return any of the materials, the City shall pay the Contractor for the supplier’s actual cost for returning the material. If canceling the order and returning the materials cannot be done due to reasons outside of Contractor’s control, Contractor shall notify Project Manager of the precise unused materials, including the amounts of such materials, that Contractor already obtained and what efforts Contractor took to return the materials. Project Manager shall have the option of deciding what happens with the materials, including but not limited to: paying Contractor for the actual cost of the materials, thereby obtaining the materials as property of the City, and requiring Contractor to transport the materials to the City for its use, paying the Contractor for its actual handling cost; or disposing of the materials, paying the Contractor for its actual handling cost.”

7-6 AUDIT [additional to the Greenbook].

“The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-6 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project or specific Task includes other auditing requirements, those additional requirements will be listed in the Special Provisions or Task Order, respectively.”

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Greenbook Part 1, Section 8 is incorporated herein by this reference, except as modified herein. No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Task site at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

8-1 GENERAL [see Greenbook].**8-2 FIELD OFFICE FACILITIES [see Greenbook].****8-2.1 Class “A” Field Office [see Greenbook].****8-2.2 Class “B” Field Office [see Greenbook].****8-2.3 Class “C” Field Office [see Greenbook].**

8-3 FIELD LABORATORIES [see Greenbook].

8-3.1 Offsite at Manufacturing Plant [see Greenbook].

8-3.2 At the Work Site [see Greenbook].

8-4 BATHHOUSE FACILITIES [see Greenbook].

8-5 REMOVAL OF FACILITIES [see Greenbook].

8-6 BASIS OF PAYMENT [see Greenbook].

SECTION 9. UTILITIES [this Section 9 includes information additional to Greenbook Section 402].

9-1 LOCATION [additional to Greenbook Section 402.1].

The following shall be added to Greenbook Section 402-1:

“The location and existence of all underground Utilities and substructures have not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which includes contacting Underground Service Alert (“USA”) and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. To obtain a USA Identification Number, call USA a minimum of two (2) Working Days before scheduled excavation. (For best response, provide as much notice as possible up to ten (10) Working Days.) Upon request from the Project Manager anytime up to five (5) years after Project acceptance, the Contractor must submit a written notice of every USA Identification Number issued during the course of and related to the Project. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.”

9-1.1 General [see Greenbook Section 402-1.1].

9-1.2 Payment [see Greenbook Section 402-1.2].

9-1.3 Entry by Utility Owners [additional to the Greenbook Section 402].

“The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.”

9-2 PROTECTION [additional to Greenbook Section 402-2].

The following shall be added to Greenbook Section 402-2:

“If Contractor damages or breaks the Utilities, it will be the Contractor’s responsibility to repair the Utility at no cost to the Utility or to the City.”

9-3 REMOVAL.

Greenbook Section 402-3 shall be completely replaced as follows:

“Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager’s response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.”

9-4 RELOCATION [additional to Greenbook Section 402-4].

The following shall be added to Greenbook Section 402-4:

“The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.”

9-5 DELAYS DUE TO UTILITY CONFLICTS [see Greenbook Section 402-5].

9-6 COOPERATION [additional to Greenbook Section 402-6].

The following shall be added to Greenbook Section 402-6:

“The Contractor’s attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.”

9-7 NOTIFICATION [additional to Greenbook Section 402].

“The Contractor shall notify the Public Works Director or his or her designee and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction.”

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook].

10-1 LICENSES [additional to the Greenbook].

“The Contractor shall possess a valid Class C-10 Contractor’s license issued by California State Contractors License Board. The Contractor will also be required to possess a City of Oxnard business license at the time of performance and payments bonds and insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.”

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

“The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

For every Subcontractor who will perform Work on the Project as a whole or on any Task, the Contractor shall be responsible for such Subcontractor’s compliance with this Section 10-2. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 10-2 and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor’s compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.”

10-3 COMMENCEMENT OF WORK [additional to the Greenbook].

“After award of this Contract, signing the Contract Documents and submission of insurance, Payment and Performance Bonds, and a copy of the City’s business license, the City may issue the Contractor Task Orders. The City will not authorize any Work to be done under these Contract Documents before all of the above have been fully executed. Any Work that is done by the Contractor in advance of the Task Orders shall be considered as being done at the Contractor’s own risk and responsibility, and as a consequence will be subject to rejection. “

10-4 CONTRACTOR’S RESPONSIBILITY FOR WORK [additional to the Greenbook].

“Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor’s expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials

from damage. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

"Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves."

10-5 DAMAGE TO PUBLIC PROPERTY [additional to the Greenbook].

"Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost."

10-6 REMOVAL OF INTERFERING OBSTRUCTIONS [additional to the Greenbook].

"The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation. The cost of any such removals shall be included in the Contract Unit Price for the Work Contractor was doing when it met such debris, abandoned structures, tree roots and other obstructions. "

10-7 SOILS ENGINEERING AND TESTING [additional to the Greenbook].

"The City may retain a certified materials testing firm to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests. "

If the City requires other tests or more specific requirements for testing regarding this Project or a specific Task, those details will be included in the Special Provisions or that Task Order. "

10-8 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

"Unless otherwise stated in the Special Provisions or any Task Order, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of any Task, and the Contractor shall obtain the required easement or license for any portion of any Task. "

10-9 WORKING DAYS AND HOURS [additional to the Greenbook].

“Except as otherwise specified in the Special Provisions or a City-issued permit, no Work shall be performed by the Contractor: on Saturdays and Sundays; on major highways between the hours of 7:00 p.m. and 7:00 a.m. of the following Calendar Day; on a street before 8:30 a.m. or after 3:30 p.m.; and at any other Task site before 7:00 a.m. or after 6:00 p.m. Additionally, no Work will be allowed on scheduled holidays observed by the City.

Whenever the Project Manager gives written permission or direction to the Contractor to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours’ notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor. “

10-10 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

“In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, any Task Order, this Project, or a specific Task and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* (“Article 1.5”) regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. This Contract hereby incorporates those provisions as through fully set forth herein.

Additionally, if any Task is for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, Public Contract Code Section 9204 shall apply to all claims related to that Task, which are separate Contractor demands sent by registered or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; the City’s payment of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract or any Task Order and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; and payment of an amount that is disputed by the City. The Contractor must furnish reasonable documentation to support the claim. The City must respond within forty-five (45) days, and if the Contractor disputes the City’s response, or if the City fails to respond within the time prescribed in Public Contract Code Section 9204, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute; that demand must be in writing sent by registered mail or certified mail, return receipt requested. After that conference, any remaining disputed portion of the claim, as identified by the Contractor in writing, must be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. Unless otherwise agreed to by the City and the Contractor in writing, this mediation shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced. If a Subcontractor lacks legal standing to assert a claim against the City because privity of contract does not exist, the

Contractor may present to the City a claim on behalf of that Subcontractor in accordance with Public Contract Code Section 9204. “

10-11 THIRD PARTY CLAIMS [additional to the Greenbook].

“The City shall have full authority to compromise or otherwise settle any claim relating to the Project, any particular Task(s) or both at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project, any particular Task(s) or both. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project, any particular Task(s) or both; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to the Project, any particular Task(s) or both, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney. “

10-12 COMPLIANCE WITH ALL LAWS [additional to the Greenbook].

“The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents or any Task Orders. “

10-13 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

“By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor 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 the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding. “

10-14 CONFLICTS OF INTEREST [additional to the Greenbook].

“The Contractor shall not accept any employment or representation through the City’s final payment on the Project or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents. “

10-15 APPLICABLE LAW [additional to the Greenbook].

“The validity, interpretation, and performance of these Contract Documents and all Task Orders 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 Contract shall be in the Ventura County Superior Court. “

10-16 TIME [additional to the Greenbook].

“Time is of the essence in these Contract Documents. “

10-17 INDEPENDENT CONTRACTOR [additional to the Greenbook].

“The Contractor, Subcontractors and their officers, employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. The Contractor and Subcontractors have and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting the Contractor and/or Subcontractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as set forth in the Contract Documents, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents.

Except as the Project Manager may specify in writing, the Contractor, Subcontractors and their officers, employees and agents shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor, Subcontractors and their officers, employees and agents shall not, at any time or in any manner, represent that they or any of their officers, employees or agents are in any manner officers, employees or agents of the City.

The Contractor and Subcontractors shall pay all required taxes on amounts paid to them under the Contract, and shall indemnify, defend and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

The Contractor, Subcontractors and their officers, employees and agents shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor and Subcontractors’ officers, employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor, Subcontractors and their officers, employees and agents 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, or health, life, dental, long-term disability and workers’ compensation insurance benefits. “

10-18 CONSTRUCTION [additional to the Greenbook].

“In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter in these Contract Documents, the interpretation of these documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted all or a portion of that document. “

10-19 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

“Nothing in the Contract Documents is intended to make the public or any member of the public a third party beneficiary of the Contract; nor is any term and condition or other provision of the

Contract Documents intended to establish a standard of care owed to the public or any member of the public. “

10-20 WAIVER [additional to the Greenbook].

“No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver or preclude any exercise of that right or remedy, any other right or remedy provided under these Contract Documents, or any other right or remedy otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default. “

10-21 CUMULATIVE REMEDIES [additional to the Greenbook].

“Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided in these Contract Documents or otherwise available at law or in equity. “

10-22 TERM [additional to the Greenbook].

“The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Tasks, the City has accepted all Tasks, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.”

10-23 NOTICE [additional to the Greenbook].

“Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service on a Business Day during the City’s regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses listed on the Bid and City Hall, or at such other address as one party may notify the other in writing.”

10-24 SEVERABILITY [additional to the Greenbook].

“To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.”

EXHIBIT A

RATES AND COSTS

Rates below shall include full compensation to furnish all necessary labor, equipment and other incidental and appurtenant Work as more fully described in the Exhibit B Special Provisions and as directed by the Project Manager.

Item No.:	DESCRIPTION	UNIT OF MEASURE	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
On Call Minor Repair Services (Reference Special Provisions 1000-2)					
1	Scheduled Minor Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm	\$300.00 H/R	\$310.00 H/R	\$320.00 H/R
2	Non-Scheduled Urgent Minor Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm, *work begins within 1 hour	\$300.00 H/R	\$310.00 H/R	\$320.00 H/R
3	Non-Scheduled Urgent Minor Repair Work	Hourly Rate Monday-Friday 5:01pm - 7:59am, *work begins within 1 hour	\$450.00 H/R	\$465.00 H/R	\$480.00 H/R
4	Non-Scheduled Urgent Minor Repair Work	Hourly Rate Saturday, Sunday and Holidays *work begins within 1 hour	\$600.00 H/R	\$620.00 H/R	\$640.00 H/R
Quarterly Preventative Maintenance Inspection (Reference Special Provisions 1000-3)					
5	Quarterly Inspection	Hourly Rate Monday-Friday 8:00am-5:00pm	\$300.00 H/R	\$310.00 H/R	\$320.00 H/R
Annual Preventative Maintenance Service (Reference Special Provisions 1000-4)					
6	Annual Service	Hourly Rate Monday-Friday 8:00am-5:00pm	\$300.00 H/R	\$310.00 H/R	\$320.00 H/R
Load Bank Test (Reference Special Provisions 1000-5)					
7	Load Bank Test	Hourly Rate Monday-Friday 8:00am-5:00pm	\$300.00 H/R	\$310.00 H/R	\$320.00 H/R

EXHIBIT B

SPECIAL PROVISIONS

ON-CALL STATIONARY GENERATOR MAINTENANCE AND MINOR REPAIR SERVICES (REBID), SPECIFICATION NO. PW 24-15R includes:

Appendix A – Facilities Location List, Serial and Model Numbers

Appendix B – Inspection Report Sample

Appendix C – Annual Service Report Sample

Appendix D – Load Bank Report Sample

SECTION 1000 WORK TO BE ACCOMPLISHED AND PROJECT GUIDELINES

1000-1 Scope of Services

The Contractor shall provide on-call stationary generator maintenance and minor repair services for the twenty-seven (27) City of Oxnard Public Works Department (City) owned generators located at various locations throughout the City. See Appendix A – Facilities Location List, Serial and Model Numbers for the locations, manufacturer and models of each generator. Annually, these generators require Preventative Maintenance Checks and Services (PMCS), Load Bank Testing, unscheduled services and/or minor repairs to maintain regular operations. The purpose of this Contract is to provide multi-year coverage on an on-call basis, for maintenance and minor repair services to the generators during the course of the Contract Term. All services shall be in accordance with the manufacturer's specifications.

This Agreement is limited to preventative maintenance, inspections and minor repair work of a routine and recurring nature. Minor Repairs are defined as "Work of a routine and recurring nature". All other work must be bid separately by the City.

This agreement specifically prohibits Major Work. Major Work is defined as "non-routine or recurring repairs which may or may not require preparation of designs, drawings or plans for a permit."

- a) Contractor shall perform the maintenance service in accordance with the standard of care customarily employed in the equipment maintenance industry.
- b) Contractor shall cooperate with the City in scheduling performance of the maintenance/repair services and shall perform the maintenance/repair service in a manner that minimizes interference with the City's normal business hours.
- c) Contractor shall provide stand-in generator unit/s when PM or task order requests such and/or during an active power outage when the City owned equipment must be offline for service or repair. Rental costs for stand-in units shall be paid per Section 1000-8. At no time shall the City be without a dedicated power source.
- d) Hourly Rates for Work shall be fixed throughout the Contract Term at the rates specified in the Cost and Rates Exhibit.

1000-2 On Call Minor Repair Services (Bid Items 1, 2, 3 & 4)

Repair services shall be performed on an on-call, as needed basis. Work shall commence per the times listed in Section 1000-6 Response Times. Vendor shall provide the City with a cost proposal

prior to commencing on-call work. City shall authorize on-call work listed on Vendor-generated cost proposal via a Task Order, which is a written notice given by the City to the Vendor requesting a particular Task.

**1000-3 Quarterly Preventative Maintenance Inspection
(Bid Item #5)**

Preventative Maintenance and Calibration services shall be performed on a quarterly basis. The City's Project Manager or designee may also request additional preventive maintenance and inspection services on an on-call as needed basis.

The quarterly inspections shall consist preventive maintenance checks and services per manufacturer's recommendations and specifications, including but not limited to the following:

- a) Comprehensive detailed inspection of unit.
- b) Check/adjust all fluid levels and pressures for correct operation.
- c) Check and inspect air cleaner restriction gauge and air filter element.
- d) Check primary source fuel tank for water with water finding paste.
- e) Check day tank, fuel tank, fuel line fittings for leaks.
- f) Check cooling system hoses, caps and clamps for brittleness, leaks, cracks, and weakness.
- g) Check voltages, charging rates, fluids, and specific gravities/ICV's.
- h) Test engine cranking batteries under start up load for voltage drop.
- i) Check block heater elements and inlet/outlet t-stats for proper output and operation.
- j) Inspect and adjust engine fan drive and belts for proper tension and condition.
- k) Check turbo charger rotation/end play if so equipped.
- l) Check generator brushes for proper tension/setting as equipped.
- m) Check and document control panel instruments for proper operation and values.
- n) Grease bearings, fan shafts, linkages and equipment fittings as required.
- o) Take oil analysis and send to a third-party laboratory for lab analysis. Cost for this service will be included in the proposal for work. Submit lab findings report to the City with inspection report.
- p) Test safety alarms and contacts.
- q) Run unit under load for up to 15 minutes when authorized by site authority.
- r) Submit detailed checklist and/or report of testing and findings to Project Manager or designee. See Appendix B – Inspection Report Sample.

All labor costs for these calls shall be included in the Cost and Rates Exhibit.

**1000-4 Annual Preventative Maintenance Service
(Bid Item #6)**

Annual Preventative Maintenance Services shall be performed on an annual basis during the month of January of every year. City's Project Manager or designee may also request additional preventive maintenance and inspection services on an on-call as needed basis.

The annual preventative maintenance inspection and service shall include the following:

- a) All items from Quarterly Inspection.
- b) Test coolant by test strip or refractometer, replace coolant as needed.

- c) Change oil filter(s), fuel filters(s), water separator(s), coolant filter(s) as equipped. Optional air filter.
- d) Submit detailed report. See Appendix C – Annual Service Report Sample.

All labor costs for these calls shall be included in the Cost and Rates Exhibit.

1000-5 Load Bank Testing
(Bid Item #7)

Load Bank Testing services shall be performed on a semi-annual basis yearly. City's Project Manager or designee may also request additional load bank testing services on an on-call as needed basis.

The load bank testing shall consist of the following:

- a) Connect resistive load bank as applicable to generator.
- b) Run test with requested load for two (2) hour test duration.
- c) Record readings and provide recommendations, if needed.
- d) Disconnect load bank from unit.
- e) Return unit back to original mode of operation.
- f) Submit detailed checklist and/or report of testing and findings to the Project Manager or designee. See Appendix D – Load Bank Report Sample.

All labor costs for these calls shall be included in the Cost and Rates Exhibit.

1000-6 Response Times

Response time by the Vendor for requests made by the City via telephone call or email to the Vendor are to be within the specified time periods listed below. Work shall commence within that time frame. Contractor shall respond to all requests as required, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, including holidays. All costs for labor for these calls shall be included in the Cost and Rates Exhibit.

1000-6.1 Non-Scheduled Urgent Minor Repair Work:
(Bid Items 2,3 and 4)

Contractor must verbally respond within two (2) hours of telephone or email notification by the City. Contractor must be on the site within four (4) hours of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

For urgent minor repairs needing time sensitive attention and authorized to start work ahead of a Task Order/Purchased Order, the Contractor shall submit to the Project Manager or designee an invoice or cost estimate within forty-eight (48) hours from the time the work was authorized. The cost estimate shall list the Scope of Work, materials, labor times, schedules and related items for urgent minor repairs completed and/or underway.

When the extent of urgency is no longer necessary because the threat of public health and safety and/or property is no longer present, the Contractor shall coordinate with Project Manager or designee to schedule minor repair and maintenance Work. Scope of Work to complete the minor repairs may require a separate cost estimate for non-scheduled urgent minor repairs.

**1000-6.2 *Scheduled Quarterly Inspections, Annual Inspections, Load Bank Testing, and Minor Repair Work:*
(Bid Items 1,5,6 & 7)**

Contractor must verbally respond within twenty-four (24) hours of telephone or email notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

In the event that the Contractor must return at a later date to perform the minor repair, the Contractor will be paid for labor hours spent for on-site diagnosis at the hourly rate for Scheduled Minor Repair Work.

Upon issuance of the task order for routine maintenance work and minor repairs, the Contractor is expected to commence the work within three (3) Working Days unless otherwise directed by the Project Manager or designee.

1000-7 WARRANTY

- a) The Contractor shall warranty all minor repair services against defective materials and workmanship for a period of one (1) year from date of completion of the Task Order. Damage due to accidents, acts of nature, and service power surges, including those from sabotage and/or vandalism, are exempt from the warranty.
- b) When defective material and/or workmanship is discovered which require minor repairs to be made under the warranty, all such work shall be performed by the Contractor at its own expense within five (5) calendar days after written notice of such defects has been given to Contractor by the City. Should the Contractor fail to repair such defective material and/or workmanship within five (5) calendar days thereafter, the City may cause the necessary minor repairs to be made and charge the Contractor with the actual cost of all labor and materials required.
- c) In emergencies demanding immediate attention, if the Contractor is unable to respond within the required response time, the City shall have the right to repair the defect and charge the Contractor with the actual cost of all labor and material required.
- d) During the warranty period, the Contractor is expected to coordinate warranty repairs with the appropriate manufacturer or installing contractor. The Contractor shall notify the Project Manager in writing of any undue delays by the manufacturer or installing contractor in responding to warranty requests and provide a detailed summary of the nature and reason for said warranty requests.
- e) Parts provided by the City shall be excluded from the defective material warranty requirement.

1000-8 MEASUREMENT AND PAYMENT

- a) Hourly Rates:

1. All Scheduled Inspections, Preventative Maintenance Services and Related Scheduled Minor Repair Work will be pre-approved in a Scheduled Work Task Order issued by the Project Manager and signed by the Contractor prior to starting Work. Hourly Rates for the Work performed under each Scheduled Work Task Order shall not exceed the Hourly Rates specified in the Cost and Rates Exhibit. The Task Order may include all materials, labor, and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work. A separate invoice is required for each Scheduled Work Task Order issued pursuant to the Contract. Contractor's hourly rate for Scheduled Work shall only include time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and stated in the Task Order.
2. All Related Urgent Unscheduled Minor Repair Service Work shall be approved in an Urgent Work Task Order issued by the Project Manager as soon as the scope and costs are made available. The scope and costs shall be provided by the Contractor within twenty-four (24) hours following the start of Urgent Minor Repair Work. A separate invoice is required for each Urgent Work Task Order issued pursuant to the Contract. Contractor's hourly rate for Scheduled Work shall only include time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and stated in the Task Order.

b) Parts, Materials and Rental Equipment Costs:

1. Contractor's markup on the purchase of parts, materials or rental of equipment used for each Task Order whether for urgent or scheduled Work shall not exceed fifteen percent (15%) of the Contractor's actual cost for the parts, materials or rental equipment used. Contractor is required to itemize materials used, and number of hours and type of rented equipment used to complete each Task Order. Contractor's invoice shall include such itemizations along with backup evidencing the basis for the Contractor's markup on purchased materials, equipment rental and permits.
2. All consumable materials, parts or equipment, including, but not limited to fluids and filters, required to complete the quarterly or annual service are billable at cost plus 15%. All consumable materials, parts or equipment required to complete minor repairs are billable at cost plus 15%.
3. The City reserves the right to furnish materials, parts and equipment required to complete Work at no additional cost or handling fee.
4. All installed materials, parts and equipment shall be new and warrantied according to Section 1000-7 of these Special Provisions.
5. The Contractor shall be responsible for the transport and delivery of all Contractor provided materials and equipment, and no compensation will be made for time spent on route or traveling to acquire materials or rented equipment unless pre-approved by the Project Manager and stated in the Task Order.

c) Invoicing:

To avoid payment delays, invoices submitted for payment shall include reference information noted in each Task Order, including but not limited to:

- Invoice Number (Partial or Final Invoice)
- Project Name & Address
- Estimate # & Date
- Task Order # | Amount \$ 000.00
- Project Manager
- Description of Work including itemized costs
- Copies of receipts for materials
- Copies of signed change orders (if applicable)
- Lien releases

SECTION 2000 WORKSITE SECURITY, SAFETY AND CONDUCT

- a) Contractor and subcontractors shall wear neat-appearing uniforms (shorts not permitted) and footwear of a style that complies with all legal and safety requirements, including the requirements of Occupational Safety and Health Act. Contractor and subcontractors must wear identification showing from whom they are employed. Contractor to wear appropriate Personal Protective Equipment (PPE) and shall be worn at all times while performing services.
- b) Contractor shall comply with instructions pertaining to conduct and building regulations as directed by the City.
- c) Proper behavior and language by Contractor and sub-contractors on City property is strictly required. Contractor shall be prohibited from disturbing items in City facilities, and from smoking in any City facility.
- d) Tools, materials, equipment, and supplies used in the performance of these services shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. All tools, materials, supplies and equipment must be picked up by the Contractor at the end of each work day, and leave the Work space in which they were working clean, safe and free of debris.
- e) **Contractor shall be required to successfully complete a City of Oxnard security clearance, prior to the award of this contract.** When working in the Public Safety Building and any other areas of a sensitive nature as designated by the City, the Contractor must have qualified employee's security cleared and have on call, at least one security cleared employee for afterhours callouts. Any employee denied security clearance shall be restricted from entering the designated locations, and the Contractor shall provide an employee who has obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor.
- f) Contractor to abide by all posted speed limits will driving on City property.
- g) Vendor vehicles shall be in good condition. All Vendor vehicles shall conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver materials, equipment, and all incidentals to and from the location specified.

APPENDIX A

Facility Location	GEN ID#	Year	Model	Make	VIN #/ Serial	Brake HP	Fuel Tank Cap.	Permit Expires	kW	Engine Serial #	Generator Serial #
WATER											
980 E. Pleasant Valley Road	BS5 Generator	2006	20REOZJB	Kohler	2134555		77		25	PE3029T619323	2134555
3637 N. Rose Avenue	BS4 Generator	2005	DGBB-5740288	Cummins	I050831120		145		35	46530815	I050831120
1700 Solar Drive	BS3 Generator	2005	DFHD-5707195	Cummins	G050809866		2000		1000	37218573	G050809866
251 S. Hayes Avenue	BS1 South Gen	2006	3516	Caterpillar	G5X00179		3000		2000	SBJ00218	G5X00179
251 S. Hayes Avenue	BS1 North Gen #1		3508 SR-4	Caterpillar	5UA02211		4000		750	23Z05549	5UA02211
251 S. Hayes Avenue	BS1 North Gen #2		3508 SR-4	Caterpillar	5UA01828		4000		750	23Z04422	5UA01828
WASTEWATER											
1955 Patterson Road	LS #29	2005	DQAE-5703603	Cummins	DO50770062	470	520	12.31.23	275	35126404	DO50770062
290 Myrtle Lane	LS#28	2023	X1301	CAT	See Engine/Generator #	161	194		80	E5G13819	CAT00C44CCN601426
2681 N. Ventura Road	LS #23		QSB7-G5-NR3	Cummins	74084180	325	308	09.30.23	125	74084180	B170149105
3900 E. Ventura Boulevard	LS #20	1996	3208	CAT	96A06347-S	269	155	12.31.23	150	5Y503226	2031925
1902 Marion Way	LS #9		DNE-5584980	Cummins	J028429758	21.4	145	N/A under 49HP	16	N/A	J028429758
1250 Seabridge Lane	LS #8	2006	40DSEJB-4P8W	John Deere	PE3029T566587	64	N/A	09.30.23	100	PE3029T566587	2100494
1101 Viewpoint Way	LS #7	2020	C4.4	CAT	E5G06122	96	140	12.31.23	40	E5G06122	LSB02644
6001 Perkins Road	N/A	1989	3208	CAT	5YF00565	263	N/A	09.30.23	175	5YF00565	
6001 Perkins Road	Gen-50090.00	2005	3512	CAT	CAT00000PCMC01489	2172	1000	09.30.23	1500	16Z02501	8GW00969
6001 Perkins Road	N/A	2007	C15	CAT	FSE00892	636	750	09.30.23	400	G6B10861	FSE00892
FIRE											
491 S. K Street	FS1 #17503	2017	D100-8S	Caterpillar	LR00503				100	E5G00514	CAT00C44CLR00503
531 E. Pleasant Valley Road	FS 2 #17501	2017	D40-4LC	Caterpillar	CN400110				40	E5G00519	CAT00C44ECN400110
150 Hill Street	FS 3 #17504	2017	D40-4LC	Caterpillar	CN400109				40		CAT00C44TCN400109
230 West Vineyard Avenue	FS 4 #12501	2012	D30-8S	Caterpillar	E6X00797				30	E6X00797	F1A01764
1450 E. Colonia Road	FS 5 #17502	2017	D40-4LC	Caterpillar	CN400108				40	E5G00504	CIV400108
2601 Peninsula Road	FS 6 #16504	2016	D60	Caterpillar	GLD01589				60	E5A01838	GLD01589
3000 S. Road Avenue	FS 8 #15502	2015	D150-8	Caterpillar	LC600491				150	E6L01121	G5A07669
214 S. C Street	Fire Service Center #22703	2007	C9	Caterpillar	S9L00986						S9L00986
POLICE											
251 S. C Street	Police Station #22704	1976	SR4/ 3406A	Caterpillar	90U03509				210		90U03509

APPENDIX B - SAMPLE REPORT

INSPECTION REPORT

Date: Job No.:
 Tech ID: Job Type: **Contract Services**
 Name:
 Store:

Customer Information

Account: Agreement #:

Site Name: Firehouse 1	City: Oxnard	Contact Name:
Address: 491 S k Street	Zip: 93030	Phone No.:

0

GENERATOR

Engine Make: CAT	Generator Make: CAT	Meter Hour Start: 40.9	Phase: 1
Engine Model: C4.4	Generator model: D100-8S	Meter Hour Stop: 41.2	Amps: 417
Engine Serial #: E5G00514	Generator Serial #: CAT00C44CLR00503	Generator Arrange #: 0	Hertz: 60
Engine Spec #: 4859942	Generator Rated kW: 100	Volt AC: 240	kVA: 125

Pre-Inspection Checklist				Generator Checks			
Obtain Authorization and Access		Yes		Check Exiter and Regulator connections			Pass
Is Transfer Test Performance Authorized by Customer?		No		Check Brushes and Slip Rings			N/A
Generator Breaker Found		Closed		Check Generator Bearings and lubricate as needed			Pass
Control Panel Found		Auto		Check ATS for cleanliness and Sign of Arcing			N/A
Engine Checks					Phase 1	Phase 2	No Load
Check Engine Oil Level		Full		vAC:	240	240	Actual vAC Actual Hz
Check Coolant Level		Full		Amp:	0	0	240 60
Check operation of Block Heater / Temp F		117	Pass	Charger Output and Battery Condition			
Check Radiator / Expansion Tank Cap		Pass		Check Battery Cables and tighten all Lugs			Pass
Check for Oil leaks		Pass		Check Battery Acid level and fill if required			Full
Check for Coolant leaks		Pass		Clean Battery Top and apply Battery Post Applicators			Pass
Check for Fuel leaks		Pass		Check Battery Charger output reading----->			13.2
Check Turbocharger rotation and end play		Pass		Type:	Maintenance Free		Part #: 115-2422
Check Governor response		Pass		Group:	31	Quantity:	1 Date: 05/01/17
Check Governor Linkage and lubricate as needed		Pass		Voltage Drop while cranking engine at start-up			
Check all Hoses for brittleness, cracks, weakness		Pass		Batt 1 vDC		Batt 3 vDC	
Check and tighten all Hose Clamps		Pass		Batt 1 Amp		Batt 3 Amp	
Check Radiator Fins for debris		Pass		Batt 2 vDC		Batt 4 vDC	
Check Fan Drive Assembly and lubricate as needed		Pass		Batt 2 Amp		Batt 4 Amp	
Check all Belts for cracks and adjust if required		Pass		Safety Systems Checks			
Check Daytank with Water Finding Paste		N/A		High Water Temperature			Pass
Check Daytank operation		N/A		Low Oil Pressure			Pass
Inspect Air Filter Element, Seals and Piping		Pass		Low Fuel Level			Pass
Inspect Air Inlet System for damage/loose connection		Pass		Over Crank			Pass
Is there evidence of Wetstacking?		No		Over Speed			Pass
				After Shutdown Checks			
Diesel Fuel Top Off Required?		NO		Obtain Hot Oil Sample for Lab Test			Yes
How many Gallons used to Top Off?		N/A		Generator Breaker status after Inspection			Closed
Current Fuel Level		N/A		Control Panel after Inspection			Auto
				Battery Charger is on and working correctly			Pass
				Additional Recommended Service(s)			
				ATS Service Recommended? PM Level 11			No
Engine Speed RPM		1802	Oil Pressure PSI	56	Loadbank Test Recommended? PM Level 5		No
Coolant Temp F		169	Fuel Pressure PSI	Good	Cooling Systems Service Recommended? PM Level 3		No
Coolant Protection F		-20	Alt Charge Rate vDC	14.1	Battery Replacement Recommended? PM Level 7		No
Coolant Ph		Good	DC Amps		Fuel Polishing Service Recommended? PM Level 9		

Comments:

Performed a PM2, drained and disposed of old oil, fuel filter, oil filters. An oil sample was pulled to be sent for analysis. Inspected belts and hoses and tested battery. Replaced all oil and fuel filters, and new oil was added. Ran generator for 15 minutes to verify no leaks are present and that temperatures and pressures are normal. The water separator O-ring had a minor leak, a tech will return at a later date to fix this. I recommend replacing the Battery due to age.

Customer Signature: Technician Signature:
 Print Name: Customer Phone #:

APPENDIX C - SAMPLE REPORT

Annual Service Report

Date: Job No.:
 Tech ID: Job Type:
 Tech Nam
 Store:

Customer Information

Account : Agreement #:

Site Name:	Firehouse 1	Billing Name:	City of Oxnard Fire	Contact Name:	
Address:	491 S k Street	Billing Address:	491 S K Street	Phone No.:	
City:	Oxnard	City:	Oxnard	Cell Phone:	
Zip:	91302	Billing Zip:	93030	Email:	

0

Service Type: PM2 - Annual Service

GENERATOR

Engine Make:	CAT	Generator::: Make:	CAT	Meter Hour:	24.8	Phase:	1
Engine Model:	C4.4	Generator model:	D100-8S	Generator Spec #:		Amps:	346
Engine Serial #:	E5G00514	Generator Serial #:	CAT00C44CLR00503	Generator Arrange #:		Hertz:	60
Engine Spec #:	4859942	Generator Rated kW:	100	Volt AC:	240	kVA:	125
Oil Filter #1	7W-2326	QTY:	1	Oil Filter #2		QTY:	
Air Filter #1	206-5234	QTY:	1	Air Filter #2		QTY:	
Fuel Filter #1	360-8960	QTY:	2	Fuel Filter #2		QTY:	
Water Separator	439-5037	QTY:	1	Coolant Filter		QTY:	

PM2 - Annual Service Check List	CHECK	Comments
1. Perform Inspection Report (PM1) before starting Annual Service.	Completed	
2. Drain and contain old engine oil for disposal.	Completed	
3. Replaced engine oil filter(s).	Completed	
4. Replaced engine fuel filter(s) if applicable.	Completed	
5. Replaced air filter(s) if specified in the Service Agreement.	N/A	
6. Take fuel sample for analysis if specified in the Service Agreement.	Completed	
7. Take coolant sample for analysis if specified in the Service Agreement.	N/A	
8. Refill engine crankcase with new oil.	Completed	
9. Drain water in water separator if equipped.	N/A	
10. Label all filters with Service Date.	Completed	
11. Test run generator to make sure no leaks by filters.	Completed	

Additional Recommendation.

The water separator O-ring had a minor leak, a tech will return at a later date to fix this. I recommend replacing the Battery due to age.

Customer Signature: Technician Signature:

Print Name: Customer Phone #:

APPENDIX D - SAMPLE REPORT

LOAD TEST REPORT

GENERATOR LOAD TESTING **CLIENT :** _____ **DATE :** _____

SITE NAME : _____ **ADDRESS:** _____

GENERAL SPECIFICATIONS

MODEL		RATED VOLTAGE	
SERIAL NUMBER		PHASE	() 1 PH () 3 PH
RATED KVA		RATED FREQUENCY	

RUN HOURS STARTED :

RUN HOURS FINISHED :

TEST METHOD	_____ %	_____ %	_____ %	_____ %
AC (LINE – LINE) VOLTAGE	L1-L2 _____ L2-L3 _____ L3-L1 _____	L1-L2 _____ L2-L3 _____ L3-L1 _____	L1-L2 _____ L2-L3 _____ L3-L1 _____	L1-L2 _____ L2-L3 _____ L3-L1 _____
AC (LINE-NEUTRAL) VOLTAGE	L1-N _____ L2-N _____ L3-N _____	L1-N _____ L2-N _____ L3-N _____	L1-N _____ L2-N _____ L3-N _____	L1-N _____ L2-N _____ L3-N _____
AC AMPERES	L1 _____ L2 _____ L3 _____	L1 _____ L2 _____ L3 _____	L1 _____ L2 _____ L3 _____	L1 _____ L2 _____ L3 _____
BATTERY VOLTAGE				
FREQUENCY (HZ)				
ENGINE SPEED (RPM)				
COOLANT TEMP (°C)				
OIL PRESSURE (BAR / PSI)				
TEST DURATION	____ () HOURS ____ () MINUTES	____ () HOURS ____ () MINUTES	____ () HOURS ____ () MINUTES	____ () HOURS ____ () MINUTES

Noted by: _____ Signature over printed name	Representative: _____ Signature over printed name	Customer Representative: _____ Signature over printed name
Date: _____	Date: _____	Date: _____



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. H.3

DATE: February 20, 2024

TO: City Council

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

SUBJECT: Agreement 32400297 with Petroleum Telcom, Inc. dba Telcom, Inc. for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance Services.

RECOMMENDATION

That the City Council approve and authorize an Agreement with Petroleum Telcom, Inc. dba Telcom, Inc. for a one-year term with the option to extend for four consecutive one-year periods for a maximum contract term of five years, and a total contract not-to-exceed amount over the entire possible contract term of \$900,000 for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance Services on an on-call/as-needed basis.

(Public Works and Transportation Committee approved 3-0 on January 23, 2024.)

BACKGROUND

The City's fleet is standardized with Motorola and JVC Kenwood two-way radios. The City's Fire and Police Departments purchase Motorola and Kenwood radios for their emergency response vehicles and equipment. In addition, the Fleet Services Division of the Public Works Department is responsible for performing maintenance and repairs on the City fleet. These services include equipment such as two-way radios, antennas and associated equipment that is installed on Public Works and emergency response vehicles. Due to workload and technical expertise, the Fleet Division recommends the use of a vendor to purchase, install and provide maintenance and repair services on an on-call/as-needed basis.

Petroleum Telcom, Inc. dba Telcom, Inc., is headquartered in Oxnard. They specialize in two-way radios, data and communications as well as other services that include sales, installation and services. Telcom, Inc. is an authorized Kenwood Communications Division dealer for parts, service and support and is also a channel-level partner for Motorola Solutions for the regional area of California, Arizona, and Nevada through its primary office in Oxnard. Fleet Services has been using Telcom, Inc. for over 20 years. All new equipment, installations, services, repairs and warranties are performed by authorized dealers and/or partners; therefore, it is necessary to obtain these services and OEM parts from Telcom, Inc.

DISCUSSION

Telcom is the only Kenwood and Motorola authorized dealer for support and service in the area. City Purchasing Policy allows for the City to enter into agreements with vendors without competitive bidding when there is only a single source available to provide the required products and/or services. Having access to the authorized dealer with access to equipment, parts and services ensures maintenance can be performed in an efficient manner and warranty services can be obtained.

The City's Police and Fire Departments operate 24 hours a day, seven days a week, providing a full range of emergency and non-emergency services to the community. They must be able to communicate in any situation via two-way radios installed in their vehicles. The Fleet Services Division is responsible for keeping these radios operational and in working

order. As these radios are installed in critical emergency vehicles, it is imperative to maintain them with minimal downtime. In order to achieve this, Fleet Services at times will require these services and repairs to be performed by Telcom, Inc. under the direction of Fleet Services.

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

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with Petroleum Telcom, Inc. dba Telcom, Inc. shall not exceed \$900,000 through February 20, 2029, if extended all years. Funding will begin in Fiscal Year 2023-24 and there is sufficient funding for all departments/divisions in the City Council approved FY 2023-24 Operating Budget. Subsequent fiscal year funding will be requested in the annual budget process.

Estimated Spending Plan for Petroleum Telcom, Inc. dba Telcom, Inc.								
Dept/Division	Account Number	FY 2023-24 4 months	FY 2024-25 12 months	FY 2025-26 12 months	FY 2026-27 12 months	FY 2027-28 12 months	FY 2028-29 8 months	TOTAL
Fleet Services	741375-0-55030	\$3,000	\$10,000	\$10,000	\$10,000	\$10,000	\$7,000	\$50,000
Fleet Services	741375-0-52110	\$3,000	\$10,000	\$10,000	\$10,000	\$10,000	\$7,000	\$50,000
Fire	1012501-52400	\$40,000	\$60,000	\$60,000	\$60,000	\$60,000	\$20,000	\$300,000
Police	1012111-55020	\$10,000	\$27,500	\$27,500	\$27,500	\$27,500	\$17,500	\$137,500
Police	1012112-55020	\$10,000	\$27,500	\$27,500	\$27,500	\$27,500	\$17,500	\$137,500
Other	As-needed	\$15,000	\$45,000	\$45,000	\$45,000	\$45,000	\$30,000	\$225,000
TOTAL		\$81,000	\$180,000	\$180,000	\$180,000	\$180,000	\$99,000	\$900,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Agreement #32400297 Petroleum Telcom, Inc.

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PETROLEUM TELCOM, INC**

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

1. SUMMARY DESCRIPTION OF SERVICES. This agreement is for Mobile Radio Equipment, Parts and Accessories; and Installation, Repair and Maintenance Services

2. PARTIES.

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

Petroleum Telcom, Inc ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 411 North Lombard Street, Unit D, Oxnard, CA 93030

3. TERM OF AGREEMENT: From: February 20, 2024 to: February 20, 2025

3.1 Time is of the essence in this Agreement.

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

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

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

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

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

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

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Jose Arreola	Name: Dale Hines
Title: Fleet Services Manager	Title: Vice-President
Phone: (805) 385-8011	Phone: (805) 981-8008 x408
Email: jose.arreola@oxnard.org	Email: DHines@ptelcom.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave, Bldg 2	
Oxnard, CA 93030	

7. CONTRACTUAL PREREQUISITES.

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

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

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

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

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as

“Exhibit A.” Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

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

9. COMPENSATION.

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

10. PAYMENT & INVOICES.

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

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: invoices@oxnard.org.

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

10.3 SERVICE PROVIDER’s acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY’s payment shall not constitute nor be deemed a

release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

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

12. MODIFICATION OF AGREEMENT.

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

13. TERMINATION OF AGREEMENT.

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

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as

stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

15. LAWFUL PERFORMANCE.

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

16. SAFETY REQUIREMENTS.

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

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

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

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

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

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

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

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets"

(see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

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

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

18. ASSIGNMENT.

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

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

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

20. NOTICES.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all

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

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

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

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

as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

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

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

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

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

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

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE

PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED] –

29. [RESERVED] -

30. DISPUTES.

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

29. 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.

33. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years

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

34. ADVERTISING AND PUBLICITY

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

35. NONDISCRIMINATORY EMPLOYMENT.

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

36. FORCE MAJEURE.

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. EXECUTION – COUNTERPARTS.

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

43. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached,

as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

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

[Signatures on next page]

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

CITY OF OXNARD

PETROLEUM TELCOM, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, CITY Manager
☐ Jennifer Yates, Purchasing Manager
☐ [name], Buyer

Frank Hines, President _____ Date

Dale Hines, Vice President _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign 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.

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY OF OXNARD AND PETROLEUM TELCOM, INC)

SCOPE OF SERVICES

Contractor shall provide all services, work, labor and materials required to install, service and repair the City's two-way radio equipment.

General Requirements:

Contractor shall keep itself informed of and comply with all Federal, State and local laws, regulations, ordinances, policies, standards and guidelines applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

Installation, repair and maintenance services shall be performed by the Contractor in accordance with the equipment manufacturer's instructions, standard industry practices and specifications.

Two-Way Radio Equipment:

The acquisition of Motorola and JVC Kenwood equipment to include but not limited to:

- Portable radios and accessories
- Mobile radios and accessories
- Base stations and accessories
- Associated equipment

Installation, Service and Repair:

Contractor must be able to provide the appropriate staffing resources, tools, parts, materials and supplies to perform installation, service, repairs and other services as needed.

Contractor shall provide maintenance and repairs on Motorola and JVC Kenwood installed equipment.

Contractor shall provide code-plug development.

Contractor shall install Motorola and JVC Kenwood two-way radios on an as-needed basis. Installation shall include completing all Federal and State required inspections and certifications for regulated and non-regulated radio systems.

Installation:

Installation, repair and maintenance services may include, but are not limited to:

- Mobile communications equipment installation on vehicles and equipment
- Fixed communications equipment installation
- Microwave communications equipment installation
- Preventive, routine and emergency repair and maintenance of fixed and mobile communications equipment

- Preventive, routine and emergency repair and maintenance of microwave communications equipment
- Design, integration, training and optimization services

Contractor shall perform the installation, removal and reinstallation of the following equipment, including but not limited to:

Mobile radios and associated equipment to include but not limited to:

- CBs, scanners and other equipment requested by the POC)
- Vehicular repeaters
- Vehicular chargers (portable units)
- Antennas (to include duplexers/diplexers)
- Mounting brackets or consoles
- Interconnection equipment

Fixed based radios and associated equipment to include but not limited to:

- Base stations
- Communications consoles
- Base antennas
- Base station remote control stations
- Interconnection equipment
- System management equipment

Preventive Maintenance:

Preventive maintenance shall be performed by the Contractor in accordance with the manufacturer's specifications.

The minimum preventive maintenance will include assurance that equipment is within the limits of the manufacturer's specifications, and that "wear" items have been properly serviced, tightened, lubricated, etc. as required by good technical practices and the manufacturer's recommendations.

Preventive maintenance will be performed on the following equipment, including but not limited to:

- Portable radios
- Mobile radios
- Fixed base station
- Fixed repeater station
- Vehicular repeaters
- Vehicular adapters
- Vehicular chargers (for portable radios with no connectivity to in-vehicle mobile radio)
- 800Mhz radio equipment
- Drop Ship – Backhaul (Microwave, MPLS, etc.)

Repair and Maintenance:

Repair and maintenance services include but are not limited to:

- Preventive, routine and emergency repairs of all equipment, including the interfaces between equipment.

Parts:

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

Warranty:

Contractor shall provide the Manufacturer's Warranty. Contractor shall be responsible for coordinating warranty issues. On-site warranty will begin upon acceptance of the equipment by the City. Acceptance will be defined as either receipt or installation. On-site warranty means the Contractor will either remotely access or travel, if necessary, to the facility where the warranty service is required. Labor for troubleshooting, removal, etc. of the equipment shall not be covered under the Manufacturer's warranty. Contractor shall provide a one-year warranty on workmanship. The City has the discretion of dealing directly with the Manufacturer on any warranty issue.

EXHIBIT B

TRADE SERVICE AGREEMENT (CITY OF OXNARD AND PETROLEUM TELCOM, INC)

SCHEDULE OF COMPENSATION

Other	
In-Shop Technical Labor (Hourly Rate) Billed in .5 hour increments with .5 hour minimum	\$125.00
In-field Technical Labor (Hourly Rate) Portal to Portal Billed in .5 hour increments with 1 hour minimum	\$135.00
Field Technician Assistant Labor (Hourly Rate) Billied in .5 hour increments with 1 hour minimum	\$85.00
Motorola Equipment and Parts	Sourcewell Pricing-request quote for Purchase Order
JVC Kenwood Equipment and Parts	NASPO Pricing-request quote for Purchase Order
Third party accessories	Cost plus 20%

**EXHIBIT C
TRADE SERVICES AGREEMENT
(CITY of Oxnard and Petroleum Telcom, Inc.)**

INSURANCE REQUIREMENTS

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

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. 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. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that 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-I.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) \$ MED. EXPENSE (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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
TYPE OF INSURANCE		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 _____ (original signature required) Telephone: () _____ Date Signed _____	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:	
Telephone:		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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	

EXHIBIT D

TRADE SERVICES AGREEMENT (CITY of Oxnard and Petroleum Telcom, 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 trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT (CITY of Oxnard and Petroleum Telcom, Inc)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project,

SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

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

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

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.4

DATE: February 20, 2024

TO: City Council

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

SUBJECT: Department-Wide Blanket Purchase Order (#32400318) for a Not to Exceed Amount of \$455,000 with Consolidated Electrical Distributors dba Royal Industrial Solutions, Specification No. PW 23-39.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute a Blanket Purchase Order with Consolidated Electrical Distributors, dba Royal Industrial Solutions, for a not-to-exceed amount of \$455,000 through June 30, 2024, with an option to extend through June 30, 2025.

(Public Works and Transportation Committee approved 3-0 on January 23, 2024.)

BACKGROUND

As a standard practice, the City establishes blanket purchase orders ("BPOs") with vendors for the purchase of operating supplies to support routine City operations. BPOs are typically established and approved at the appropriate approval level per the City's Purchasing Policy. These one to two-year purchasing agreements allow staff to effectively acquire the necessary supplies for day-to-day operational needs and for the continued maintenance of City facilities and/or equipment. Per the City's Purchasing Policy, all formal procurement solicitations in excess of \$200,000 are subject to City Council review and approval. Therefore, in order to fill the routine electrical supply needs throughout all divisions of the Public Works Department, staff is recommending a BPO in the amount of \$455,000 for electrical supplies. This will allow the Department to take advantage of quantity discounts, while reducing administrative time and expenses associated with paperwork and processing.

DISCUSSION

The Public Works Department currently has a Blanket Purchase Order (#22400109) with Consolidated Electric Distributors, Inc., dba All Phase Electrical Supply, that is nearing the end of its authorized authority of \$200,000. Staff is recommending a new BPO to replace the current one. The new BPO will ensure the Public Works Department has the ability to support continued operations and maintenance at various City facilities through June 30, 2025.

On October 18, 2023, the City provided notice and released a Request for Bid (RFB) No. 24-39, to establish a BPO for electrical supplies and to ensure these materials will continue to be accessible for maintenance of City facilities. The RFB closed on November 13, 2023 and CED was the only responsive bidder. The bid was reviewed by both the Purchasing Department and Facilities Division and Staff determined that CED met the City's contractual provisions, which include, but may not be limited to, possession of a City business tax certificate, insurance requirements, and corporate filing with the California Secretary of State. CED is one of the largest electrical distributors in the country and is expected to provide the electrical supplies necessary to maintain City buildings, equipment, and other city-owned facilities such as parks, water & wastewater plants, and the public right-of-way. Based upon the available information and research performed to date, staff believes the vendor is capable of satisfactorily providing these supplies as needed.

It should be noted that there is currently a separate BPO with CED for the Water and Wastewater Divisions that supports

the sole source purchases of parts and equipment of Rockwell branded products. CED is the only source for Rockwell in the Southern California region. The water divisions use Rockwell products extensively for variable-speed pumps and replacement parts. This BPO is not available for use by the other divisions of Public Works and will not be impacted by the proposed new BPO with CED.

The proposed new BPO will be used to purchase general electrical supplies such as transformers, conduit, wiring, receptacles, switches, lights, connectors, luminaries, lamp fixtures, and other electrical components and parts. The new BPO will allow for the continuation of access to necessary supplies/parts by the Public Works Divisions as necessary. The requested not to exceed amount is \$455,000 to ensure the BPO has the necessary capacity to serve all applicable Divisions of the Public Works Department through June 30, 2025.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of the Blanket Purchase Order with CED shall not exceed \$455,000 through June 30, 2025. Expenses incurred have already been anticipated in operational costs by those Public Works Divisions that will be making electrical supply purchases. There is sufficient funding for all departments/divisions in the City Council approved FY 2023-24 Operating Budget. Funding for the subsequent fiscal year will be requested during the annual budget process.

Estimated Spending Plan				
Division	Account	FY 2023-24	FY 2024-25	Total
Engineering	1013102-52400	\$1,200	\$1,200	\$2,400
Facilities	7353740-52400	\$35,000	\$70,000	\$105,000
Fleet	7413750-52900	\$1,000	\$3,000	\$4,000
Parks	1013301-52400 1013304-52400	36,000	\$72,000	\$108,000
Special Districts	60503801-53200 60403801-53200 60203801-53200 20003801-53200	\$22,000	\$22,000	\$44,000
Water	6013600-52900 6013605-52900	\$20,000	\$40,000	\$60,000
Wastewater	6113615-52400	\$50,000	\$50,000	\$100,000
As Needed	Various	\$15,250	\$16,350	\$31,600
Total		\$180,450	\$274,550	\$455,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Electrical Supplies Price Sheet

**ATTACHMENT A
BID DOCUMENTS
FOR
ELECTRICAL SUPPLIES**

Line	DESCRIPTION	No.	In Stock	Lead Times	Quantity	UOM	Unit Price
1	T5 24W 2LMP BLST	See Qte	No	6-8 weeks	1	Each	\$30.71
2	100A 600V RK5 TD FUSE	See Qte	Yes	N/A	1	Each	\$37.38
3	90a 600v rk5 td fuse	See Qte	Yes	N/A	1	Each	\$37.38
4	21879 U BENT OCTRON FLRLAMP	See Qte	No	3 days	1	Each	\$17.38
5	21671 FLOUR LAMP	See Qte	No	3 days	1	Each	\$16.60
6	WAGO221-413	See Qte	No	5 days	1	Each	\$0.27
7	WAGO221-412	See Qte	No	5 days	1	Each	\$0.21
8	35W LED LAMP	See Qte	Yes	N/A	1	Each	\$47.02
9	LED DRIVER LITH	See Qte	No	17 days	1	Each	\$62.33
10	26W DD/E T/E UNV 1/2 LAM BA	See Qte	No	3 days	1	Each	\$24.46
11	1/4 SHNK PWR WR NUT DRVR	See Qte	No	7 days	1	Each	\$1.99
12	LED WRAP SURFACE MOUNT	See Qte	Yes	N/A	1	Each	\$118.94
	WALLPLATE / COVERS / RECEPTORS / SWITCHPLATES						
13	1G WP BOX EXTENSION	See Qte	Yes	N/A	1	Each	\$3.60
14	2G WP BOX EXTENSION	See Qte	No	3 days	1	Each	\$4.66
15	2G WP BOX W/5 3/4 HUB	See Qte	Yes	N/A	1	Each	\$15.14
16	2G WP BOX W/5 1-IN HUB	See Qte	Yes	N/A	1	Each	\$13.27
17	2G WP BOX W/7 3/4 HUB	See Qte	Yes	N/A	1	Each	\$20.22
18	4-IN RND WP BOX W/4 1/2	See Qte	Yes	N/A	1	Each	\$3.87
19	4-IN RND WP BOX W/4 3/4	See Qte	Yes	N/A	1	Each	\$6.99
20	4-IN RND WP CVR BLANK	See Qte	Yes	N/A	1	Each	\$1.05
21	1G WP BX EXT ADPT 4 1/2	See Qte	No	3 days	1	Each	\$6.51
22	1G WP BX EXT ADPT 4 3/4	See Qte	No	3 days	1	Each	\$7.86
23	4-11/16SQ 1/2D CVR 1-SW	See Qte	Yes	N/A	1	Each	\$1.10
24	1G WP SGL RCPT CVR	See Qte	Yes	N/A	1	Each	\$4.16
25	1G WP DPLX RCPT CVR	See Qte	Yes	N/A	1	Each	\$3.06
26	4-11/16SQ CVR 1DPLXRCPT	See Qte	Yes	N/A	1	Each	\$1.32
27	2G WP DPLX RCPT CVR	See Qte	Yes	N/A	1	Each	\$6.95
28	1G WP GFI DEVICE COVER	See Qte	Yes	N/A	1	Each	\$3.67
29	4-11/16SQ CVR 1SGLRCPT	See Qte	Yes	N/A	1	Each	\$1.54
30	1G WP GFI DEVICE COVER	See Qte	Yes	N/A	1	Each	\$3.03

	CONDUITS						
31	1/2 ALUM THREADED PLUG	See Qte	No	2 weeks	1	Each	\$3.23
32	3/4 ALUM THREADED PLUG	See Qte	No	2 weeks	1	Each	\$3.99
33	1-IN ALUM THREADED PLUG	See Qte	No	2 weeks	1	Each	\$4.64
34	1/2 FEM UNION	See Qte	No	2 weeks	1	Each	\$8.95
35	1/2 AL FEMALE UNION	See Qte	No	6-8 weeks	1	Each	\$13.77
36	3/4 FEM UNION	See Qte	Yes	N/A	1	Each	\$12.27
37	3/4 AL FEMALE UNION	See Qte	No	6-8 weeks	1	Each	\$20.37
38	1-IN FEM UNION	See Qte	No	6-8 weeks	1	Each	\$22.27
39	1-IN AL FEM UNION	See Qte	No	6-8 weeks	1	Each	\$37.01
40	1-1/4 FEM UNION	See Qte	No	6-8 weeks	1	Each	\$31.07
41	1-1/4 AL FEM UNION	See Qte	No	6-8 weeks	1	Each	\$54.72
42	3/4 X CONDUIT BODY	See Qte	No	3-4 weeks	1	Each	\$15.40
43	1-IN X CONDUIT BODY	See Qte	No	4 weeks	1	Each	\$21.05
44	1-IN X CONDUIT BODY	See Qte	No	4 weeks	1	Each	\$21.05
45	ALUMINUM CONDUIT 3/4"	See Qte	Yes	N/A	1	10' stick	\$15.16
46	ALUMINUM CONDUIT 1"	See Qte	Yes	N/A	1	10' stick	\$22.05
	BREAKERS						
47	1P 20A 120V BOLT-ON CB	See Qte	No	10 days	1	Each	\$22.34
48	GED THQB1130 1P 30A 120V BOLT-ON CB	See Qte	No	10 days	1	Each	\$22.34
49	GED THQB21100 2P100A 120/240V CB	See Qte	No	10 days	1	Each	\$124.16
50	GED THQB2120 2P20A 120/240 BLT-ON CB	See Qte	No	10 days	1	Each	\$48.66
51	GED THQB2130 2P30A 120/240 BLT-ON CB	See Qte	No	10 days	1	Each	\$48.66
52	GED THQB2140 2P40A 120/240 BLT-ON CB	See Qte	No	10 days	1	Each	\$48.66
53	GED THQB2150 2P50A 120/240 BLT-ON CB	See Qte	No	10 days	1	Each	\$48.66
54	GED THQB32020 3P 20A 240V BOLT-ON CB	See Qte	No	10 days	1	Each	\$161.53
55	GED THQB32030 3P 30A 240V BOLT-ON CB	See Qte	No	10 days	1	Each	\$161.53
56	GED THQB32060 3P 60A 240V BOLT-ON CB	See Qte	No	10 days	1	Each	\$161.53
57	GED THQB32100 3P 100A 240V BLT-ON CB	See Qte	No	10 days	1	Each	\$230.28
58	GED THQL1115 1P 15A 120V PLUG-IN CB (X	See Qte	No	10 days	1	Each	\$6.74
59	GED THQL1120 1P 20A 120V PLUG-IN CB	See Qte	No	10 days	1	Each	\$6.74
60	GED THQL21100 2P 100A 120/240V CB	See Qte	No	10 days	1	Each	\$61.11
61	GED THQL2115 2P15A 120/240 PLG-IN CB	See Qte	No	10 days	1	Each	\$15.32
62	GED THQL2120 2P20A 120/240 PLG-IN CB	See Qte	No	10 days	1	Each	\$15.32
63	GED THQL2130 2P30A 120/240 PLG-IN CB	See Qte	No	10 days	1	Each	\$15.32
64	GED THQL2150 2P50A 120/240 PLG-IN CB	See Qte	No	10 days	1	Each	\$16.91
65	20a 3p ckt breaker	See Qte	No	10 days	1	Each	\$91.67

	CONTRACTORS / START KITS / RELAYS						
66	3P SW	See Qte	Yes	N/A	1	Each	\$87.72
67	115/460-575V STARTER	See Qte	Yes	N/A	1	Each	\$277.99
68	115/460-575V STARTER	See Qte	No	4 weeks	1	Each	\$381.77
69	2KVA TFMR	See Qte	Yes	N/A	1	Each	\$262.11
70	SQD 3104140042 CONTACTOR+STARTER	See Qte	No	3 Days	1	Each	\$83.44
71	SQD 3104140051 CONTACTOR+STARTER	See Qte	No	3 Days	1	Each	\$83.44
72	3KVA TFMR	See Qte	Yes	N/A	1	Each	\$332.30
73	RELAY 600VAC 5AMP	See Qte	No	2 Weeks	1	Each	\$30.73
74	RELAY 2CO CYL PIN	See Qte	Yes	N/A	1	Each	\$19.38
75	SINGLE TIER SOCKET	See Qte	Yes	N/A	1	Each	\$7.57
76	RELAY SOCKET 600VAC	See Qte	Yes	N/A	1	Each	\$11.26
77	120V RELAY	See Qte	Yes	N/A	1	Each	\$13.54
78	120V CONTACTOR	See Qte	No	2 Weeks	1	Each	\$83.87
79	120V CONTACTOR	See Qte	No	2 Weeks	1	Each	\$100.95
80	50A 3P 120V CONTACTOR	See Qte	No	2 Weeks	1	Each	\$194.47
81	rk12fsl2 33l lp835 g1 fsl Repair Kit	See Qte	No	11 Days	1	Each	\$51.78
82	1p 20a 120v bolt-on cb	See Qte	No	4 Days	1	Each	\$18.61
83	2p50a 120/240 plg-in cb	See Qte	No	4 Days	1	Each	\$27.78
				Subtotal			\$4,184.46
				9.25% CA Sales Tax			\$387.10
				Other Costs (List)			\$0.00
				Total Bid Amount			\$4,571.96

General Percentage Discount Price (off list pricing) for items not shown	60% off
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Exact quantities may vary, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. H.5

DATE: February 20, 2024

TO: City Council

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

SUBJECT: Update on Status and Accomplishments of Current Measure O Projects.

RECOMMENDATION

That the City Council receive and file this report.

(The Measure O Citizen Oversight Committee heard this update at its January 25, 2024, meeting and recommended the item be forwarded to City Council.)

BACKGROUND

At the March 21, 2023, City Council meeting, staff presented an update on the status of each active Measure O project. This is the same status report one year later, updated to reflect project progress made in 2023.

DISCUSSION

As of January 10, 2024, Measure O funds a total of 48 active projects: 22 ongoing operational projects, 5 ongoing debt service items, and 21 one-time funded projects. Ongoing funded projects receive a specific amount of funds every fiscal year; if staff does not use all of the funding from that fiscal year, unused funds cannot be rolled over to the next fiscal year. One-time funded projects receive the approved funding only once, and staff expend the funds throughout the course of the project, even if these funds roll over to the next fiscal year. Once the funds are depleted, that project receives no more funding.

Measure O projects moved forward and progressed well in 2023. Although supply chain delays, shortages, and inflation are all still factors affecting project progress, many Measure O projects were able to make significant progress or reach completion. The challenge that most affected project delivery in 2023 was staffing. Hiring difficulties that have affected the entire state have been felt in Oxnard, and staffing shortages have delayed project delivery in some departments. The table below shows status updates on all active Measure O funded projects.

The project numbers shown on the table below are different than those presented in January 2023. This is due to the City's transition to a new financial system, which renumbered all City projects (not just Measure O projects). The project titles, budget and scope remain the same unless further action was taken by City Council to amend the project.

	Project Name	Expenses as of 1/10/2024 ¹	Status Update on Project	Project Accomplishments
Ongoing Projects				
1.	M1302 - Homework Center Main Library	\$32,113 expended of the \$68,219 annual budget.	The Homework Center resumed in-person homework help in 2023. Help is available to all K-12 student walk-in's from Monday through Thursday from 3-7pm.	● 2,300 hours of assistance provided in 2023
2.	M1303 - Library Wi-Fi Operational	Of the \$2,000 annual budget, no funds have been expended in FY24 because this service was prepaid in another year.	Wifi provides a connection point for both staff and patrons as the internal physical network is old, close to end of life, and unreliable at times.	● Over 23 electronic resources available to the community. Last year there were 86 resources available. The decrease comes due to a move away from virtual programming necessitated by the pandemic; the virtual and electronic programs offered during Covid have closed as in person programs resume. ● Wifi available to community at three library locations
3.	M1407 - Library Integrated System	\$26,774 expended of the \$79,315 annual budget.	Staff have continued to use the system through 2023 with no major issues. It has proven stable, reliable and efficient and has been used for both in-person and phone patron transactions. Without an efficient system, staff would not be able to check out material to patrons, maintain item records, add material ordering records and provide integration with the public library catalog.	● Over 11,404 physical items and 15,513 virtual items were checked out in 2023. ● Over 4,337 new items ordered, cataloged and added to the collection in 2023.

¹ For ongoing projects and debt-related projects, this column lists expenses from July 1, 2023, through January 10, 2024. For one-time projects, the numbers are from the beginning of the projects through January 10, 2024.

4.	M1910 - Recreation Services	No funds have been expended to date in FY24, but anticipated to be fully expended by the end of FY24. The annual budget is \$85,735.	Funding supports after-school program fixed costs for 10 local schools.	Program serves over 1,400 children grades 1-8.
5.	M1911 - Oxnard Afterschool	No funds have been expended to date in FY24, but anticipated to be fully expended by the end of FY24. The annual budget is \$107,673.	Funding supports after-school program fixed cost for 20 local schools.	Program serves over 2,200 children grades 1-8.
6.	M1102 - PAL Operational	\$100,315 expended of the \$215,619 annual budget.	In 2023, PAL held: ●PAL Community Cinema (summer): 8 showings at 8 parks for a total of 1,180 viewers ●Backpack Distribution: 500 participants ●Meet-Up Clean-up: 7 parks with a total of 513 participants ●PAL Dance Program: 100 youth participants ●Turkey Giveaway 2023: distributed 494 turkeys to Oxnard families	The Oxnard PAL site reopened its doors to the public and restored programming on May 1, 2023. The Oxnard PAL program has served a total of 7,421 participants.

			●PAL Santa's Workshop: served 1,021 children ●The annual Kids Fest served 1,000 participants Additionally, 8 Oxnard PAL youth participated in the California PAL Youth Leadership Conference (Anaheim, CA) and 6 in the National PAL Youth Summit (Potomac, MD).	
7.	M1408 - College Park Programs	\$49,544 expended of the \$115,000 annual budget.	Soccer field rentals at College Park.	College Park fields for soccer reservations served over 200 soccer teams aged 6 to 18 years and 4 adult leagues serving over 100 adult teams.
8.	M1103- City Corps Townkeeper	\$660,631 expended of the \$1,321,263 annual budget; anticipated to be fully expended by the end of FY24.	Projects are scheduled based on community needs and essential services, including but not limited to: ●Bus stop benches serviced three times each week ●Downtown and concrete trash cans serviced three times each week ●Alley clean up and Super Bloom landscaping support.	City Corps Townkeeping crews continued to provide the citywide cleanup activities in 2023. Over 82,000 pounds of waste was removed from City alleyways in between January and March 2023 alone. In addition, City Corps also helped with various community events such as: Tamale Festival, Insect Festival, Fall Festival, Juneteenth Celebration, Ventura County Philippine Flag Raising Event, Veterans Day Ceremony, Oxnard Police Memorial, Martin Luther King, Jr. March, and others.
9.	M1104- Preschool to You	\$84,350 expended out of the \$189,258 annual budget.	Preschool to You classes were offered from January to December 2023 in the mornings at five parks throughout the City. Tiny Tots continued to run three days per	Preschool to You has served 965 youth; Tiny Tots has served 1,281 youth; Kinder Krash has served 40 youth. The grand total is 2,286 of the youth that the City served.

			week from January - June and September - December. One additional class was added to support families with younger children: the Kinder Krash Course, was held twice per week from July - August.	
10.	M1304- Mobile Activity Center Services	\$19,623 expended of the \$44,000 annual budget.	• Spring Session services operated 5 afternoons per week for 2 weeks at two locations (Thompson & Durley). • 5 mornings per week were added to Summer Session for a total of 8 weeks at 15 different park locations.	In 2023, the mobile activity center served 489 residents during Spring Session and 2,281 residents during Summer Session.
11.	M1305- Senior Nutrition Program	\$4,832 expended out of the \$40,455 annual budget.	In January 2023, the City opened Colonia Senior Center as a third senior nutrition on-site location, in addition to Wilson and Palm Vista.	• In 2023, 21,814 congregate meals were served. • In 2023, 24,110 home-delivered meals were served. • The City currently serves 178 homebound seniors and 328 congregate participants.
12.	M1306- Day at the Park - Special Needs	\$5,111 expended of the \$16,951 annual budget.	From July to December 2023, the City offered: • Special Pops Fun Club (October and December) -Amy's Art Class, 6-week session (September - October) -Thursday Arts and Crafts *New programming*, weekly programming year round -Art Show (November) at Wilson Arts center • Special Pops Challenger Sports: -Golf (July-August)	• From July to December 2023, 1,153 participants were served across all programming; and 601 participants attended Day at the Park events. • Oxnard Special Population programming included: Day at the Park, Art Classes, arts and crafts classes, Golf, Football, Boxing, Yoga, volunteer opportunities at the Wilson Garden and Oxnard Public Library, open gym, and Fun Club. We also held two Special

			-Yoga (July-August) -Football 8-week session (Sept-Nov) -Boxing (September-October) *New programming* -Superbowl (Nov) -Open Gym @ Colonia *New programming*, weekly programming year round ●Special Pops Day at the Park (July, Aug, Oct.) ●Special Pops Events (Oct. Trunk or Treat and Dec. Santa's Workshop)	Events: Trunk or Treat and Santa's Workshop. Open gym, crafts and games, volunteer opportunities, boxing, and yoga were all new programming for OSP this year. OSP, in conjunction with City Corps, also introduced the OSP sensory tent to City festivals and special event programming.
13.	M1301 - Spanish Language Interpretation	\$13,538 expended of the \$57,845 annual budget.	The vendor translates all Council and Committee meetings to Spanish.	The vendor translated live in the Council Chambers during meetings in real time.
14.	M1806- Safe Homes Safe Family	\$173,611 expended of the \$393,189 annual budget.	There are currently 29 different property owners and 51 properties enrolled in the program. There is a total of 637 units enrolled in the program. 202 property owners (with a combined total of 205 properties) are currently being monitored for qualification status for enrollment into the program. Additionally, there are 13 properties that need one more confirmed substandard violation in order to be eligible for enrollment.	An additional 7 property owners and properties are currently in the process of being enrolled into the program. This increases the total number of eligible units by 41. 7 new property owners along with 10 properties have now been confirmed to qualify to be enrolled in the program. This will bring us to a total of 858 units that will be enrolled into the program. To date, 17 properties have been removed from the program.

				Approximately 400 substandard and non-permitted construction cases were reviewed for qualifying factors.
15.	M1402-Ormond Beach Enhancement	\$2,633 expended of the \$14,028 annual budget.	Annual funding pays for monitoring, reporting, and clearance required per coastal development permits issued by the Coastal Commission. Funding also pays for small amounts of annual clearing and cutting by Oxnard City Corps of invasive plants, shrubs, and trees. Funding is also used to pay the monthly costs for the rental and service of portable restrooms at Ormond and electricity and maintenance charges for the caretaker trailer.	In 2023, a grapple bucket (tractor attachment) was purchased by Oxnard City Corps to remove woody material and illegal dumping from Ormond Beach. A trailer was also purchased to transport a stump grinder and other equipment that is needed to carry out maintenance at Ormond Beach. Work by City Corps in the Fall of 2023 (outside of bird nesting season) was postponed due to the large encampment present adjacent to the work site, since youth and students were to be involved in the work. Work will occur beginning in January 2024.
16.	M1904-Measure O Audit	\$0 of the \$5,400 annual budget.	This year (and going forward) Measure O activity was audited in conjunction with the City's Annual Comprehensive Financial Report.	The Measure O audit is still in process and expected to be complete in the coming months. The FY23 data will be available in March 2024.
17.	M1906- Fire Advanced Life Support	\$11,144 expended of the \$136,000 annual budget.	Funds allow the Fire Department to provide advanced life support services to the community. This is an increase in service level from the basic life support services previously provided.	The funds are utilized to purchase Personal Protective Equipment (PPE) for Emergency Medical Response and costs of consulting services for our advanced life support program. The expended amount in the Measure O Fund reflects the costs of PPE expended year-to-date. Additional purchases will occur through the end of the year.

				Additionally, consulting costs are incurred throughout the year; however, we are generally invoiced only once a year and, therefore, the costs will be incurred in June. The availability of this funding continues to support the advanced life support program, which is a critical life saving service to firefighters and the community.
18.	M1203- 911 System (CAD/RMS)	\$575,610 expended of the \$958,984 annual budget.	The New World Public Safety 911 system is fully implemented and is being upgraded on a regular basis.	This application supports the City Council's stated priority of maintaining 9-1-1 emergency response times through data integration between the Public Safety 911 Computer-Aided Dispatching (CAD) system and Record Management System (RMS). This system allows staff to identify and separate calls by type of service or emergency. This enables public safety personnel to service the most dire of requests in the least amount of time. To provide context, the Police Department responded to 95,313 incidents in 2023. 245 of these were emergencies of the highest priority.
19.	M1601- East Village Park Operating Maintenance	\$39,186 expended of the \$98,030 annual budget.	Ongoing general maintenance and utilities of East Village Park.	Ongoing general maintenance and utilities of College Park. Funding pays for five permanently assigned FTEs (collectively this park and College Park) and all operational costs.

20.	M1406- ITS Annual Maintenance	\$12,545 of the \$35,121 annual budget.	This project improves signal timing and performs equipment replacement at needed locations to help maintain the 165 signal locations in the City.	In 2023, utilizing different funding (including a grant), Signal Maintenance responded to and completed 138 signal requests received through the Oxnard 311 system.
21.	M1101- Alley & Roadway Repair	\$119,286 of the \$519,672 annual budget.	Ongoing maintenance of alleys and street repairs and maintenance.	●Beginning of 2023: responded to 817 requests that needed road repairs. ●Between January 1, 2023, and December 31, 2023: used 1,161.31 tons of hot asphalt.
22.	M1307- College Park Maintenance	\$423,174 expended of the \$864,785 annual budget.	Ongoing general maintenance and utilities of College Park.	Ongoing general maintenance and utilities of College Park. Funding pays for five permanently assigned FTEs (collectively this park and East Village Park) and all operational costs.
Ongoing Debt Service				
23.	C1844- Dispatch Consoles	\$64,367 expended to date, anticipated to be fully expended by the end of FY24. The annual budget is \$128,734.	Project completed in March 2021. This is the ongoing debt service for these console systems. The debt maturity date is 3/30/2025.	Project completion included the installation of seven new dispatch console systems and the required staff training.
24.	M1804- Fire Station 8 Lease Debt (this was	\$1,126,961 expended of the \$1,391,494	This is an ongoing lease payment for Fire Station 8. The debt maturity date is 12/1/2031.	Fire Station 8 normally houses 10 personnel every day. Additionally this station houses an Urban Search & Rescue

	inadvertently listed twice in last year's chart)	annual budget.		(USAR) vehicle and equipment. It is an invaluable resource to south end residents.
25.	C1845- Fire Trucks	\$46,150 expended to date; anticipated to be fully expended by the end of FY24. The annual budget is \$92,300.	This is an ongoing lease payment for two fire engines. The debt maturity date is 3/30/2025.	The two engines were placed into service in December 2019. They are currently protecting residents in Council District 4 (from Fire Station 1) and in Council District 1 (from Fire Station 6). In 2023, E81 responded to 4,024 requests for service. E66 responded to 2,708 requests for service.
26.	M1905- Handheld Radios	\$10,930 expended to date; anticipated to be fully expended by the end of FY24. The annual budget is \$21,861.	Radios were purchased on the 2018 Bank of America Lease Purchase line of credit and were deployed in FY18. This is the ongoing debt service for these radios. The debt maturity date is 3/30/2025.	Over 100 new portable radios were purchased and deployed to Firefighters. These radios are in service and continue to be used on a daily basis in the City. These radios provide clearer communication channels allowing our first responders to more efficiently address calls for service and leading to decreased loss of life and property.
27.	M1805- 2014 Lease Service Street Bond	\$211,250 expended to date; anticipated to be fully expended by the end of FY24 The annual budget is \$1,662,500	This is a debt payment on previous jobs. The debt maturity date is 6/1/2029.	La Colonia Phase I and II are completed. Design is being finalized for the La Colonia Phase III project. Current estimated construction cost is \$3.7M for the Phase III project. Depending on the availability of funds, Phase III will go to bid in FY 23/24 or FY 24/25.
One-Time Projects				

28.	M1808- New Senior Center	\$70,762 expended out of a \$93,250 one-time budget.	Feasibility study completed in March 2022.	This project is currently on hold due to litigation that restricts the City's ability to bond for capital projects. Additional funding will be needed in the future for the RFP for design and construction documents.
29.	M1907- Tenant Relocation Assistance	No funds have been expended out of a \$20,000 one-time budget.	No funds have been expended to date. No requests for assistance have been submitted.	Funds are available for use as needed.
30.	M1913- Economic Development Strategy ²	No funds have been expended out of a \$25,000 one-time budget (reduced from a \$100,000 budget in 2021).	Staff paused on finalizing this Strategy until the "Community Assessment to determine transitions to adulthood among Oxnard Youth Post Covid-19" ARPA project is completed. There is a second ARPA project, "Community Assessment report on Oxnard's business attractions, assets, and gap analysis" that is not yet underway that may also be used to support the completion of this Strategy.	A preliminary draft of the economic development strategic plan was presented to the Housing and Economic Development committee on March 24, 2020 (pre-COVID).

² Unfortunately, staff overlooked the updating of the status and accomplishments of Project "M1913- Economic Development Strategy" prior to the report to the Oversight Committee. This update reflects three distinct projects: two funded through ARPA funds, and the subject study.

31.	M1909- Homeless Shelter Acquisition	\$443,215.30 expended of a \$1,550,000 one-time budget.	Second and B Streets shelter/ mixed use development began construction in June 2022. Construction of the building shell is being funded by other funding sources. The City will use Measure O funds for the tenant improvements for the homeless shelter anticipated to be completed in the first quarter of 2025.	Shelter improvements will include 110 beds for homeless individuals; a warming kitchen; office space; storage; restrooms; showers; and laundry facilities. Costs associated with the shelter shell and rooftop deck will also be funded by Measure O. Work is currently underway on the shelter shell and the rooftop deck.
32.	C2039- Roof Replacement - Sturgis Annex	\$1,048,398 expended out of a \$1,303,686 one-time budget.	Construction is complete. Awaiting final invoicing.	Roof has been replaced.
33.	C2042- Roof Replacement - Wilson Center	\$26,136 expended out of a \$400,000 one-time budget.	Construction is complete. Awaiting final invoicing.	Roof has been replaced.
34.	C2043- Roof Replacement - PACC Rental	\$5,609 expended out of a \$295,000 one-time budget.	Construction is complete. Awaiting final invoicing.	Roof has been replaced.
35.	M1807- Colonia Gym Facilities Repairs	\$12,332 expended of a \$18,000 one-time budget	Staff is currently collecting quotes for a water fountain. Project scheduled to be completed by June 2024.	Resurfacing of gym floor is complete.
36.	C2314 - Library Tech Infrastructure	No funds have been expended of	This is an additional allocation of funds to project MO5402 - Library Wi-Fi Operational, but	This project is tied to a funded ARPA project that is in the planning phase. Staff is

	Upgrade	\$450,000 one-time budget.	has its own project name and number. Project funds will implement new design, architecture and equipment to establish a reliable and secure system for the library's technological infrastructure and platforms.	currently building out an RFP for this project.
37.	C2315 - IT Equip Refresh/Upgrades	\$257,845 expended of a \$300,000 one-time budget.	Project replaces old, outdated equipment to improve the functionality and increase the City's cyber resilience and security.	Staff have purchased and installed PCs and monitors for end of life computers, as well as servers and storage devices for obsolete and vulnerable equipment.
38.	M2306 - Facilities Assessment	\$152,927 expended of a \$340,000 one-time budget.	The project is anticipated to be completed by February 2026.	Completed tasks to date include: ●Comprehensive assessment of all sites, buildings, building systems, and infrastructure. ●Identification and documentation of the present condition of all physical assets, including grounds, facilities, and infrastructure. ●Recommendations for corrections for all deficiencies, along with cost estimates. ●Prioritization and categorization of deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories. ●Establishment of anticipated renewal and replacement costs for various systems and components. ●Calculation of the Current Replacement Value (CRV) and

39.	M2307 - Tier II Seismic Evaluation of the PACC	No funds have been expended out of a \$200,000 one-time budget.	RFP was advertised in January 2024.	The evaluation is anticipated to be completed in October 2024.
40.	C2205 & C2209- Street Projects	Of the \$10,500,000 one-time collective budget for both projects, \$6,788,907 has already been encumbered	The project is composed of three street projects: 1) Arterial Street Resurfacing - East and West Gonzales Road and Oxnard Blvd. Street Improvements 2) Arterial Street Resurfacing - Hueneme Rd. Street Improvements 3) Neighborhood Street Resurfacing - Kamala Park and Bartolo Square South	Arterial Street Resurfacing - East and West Gonzales Road and Oxnard Blvd. will start on December 26, 2023. Construction is anticipated to be completed by June 2024. Arterial Street Resurfacing - Hueneme Road Street Improvements will start in January 2024 and conclude by April 2024. Neighborhood Street Resurfacing - Kamala Park and Bartolo Square South is currently underway with construction anticipated to be completed by March 2024.
41.	C2111- Citywide Alleyway Resurfacing	\$72,340 expended of \$4,500,000 one-time budget	The project is composed of three alley projects: 1) Alley Reconstruction at Various - Locations Phase IIIA 2) Fremont North Neighborhood Alley Reconstruction Project 3) La Colonia Neighborhood Alley Reconstruction Project.	The Alley Reconstruction Project at Various Locations - Phase IIIA was completed in October 2022. The following alleys were reconstructed as part of the project: 1) East of South A St. 2) North of Homer St. 3) East of Del Oro Pl. 4) East of Sophia Dr. 5) North of Gonzales Rd. The Fremont North Neighborhood Alley Reconstruction Project is in the

			3) La Colonia Neighborhood Alley Reconstruction Project.	3) East of Del Oro Pl. 4) East of Sophia Dr. 5) North of Gonzales Rd. The Fremont North Neighborhood Alley Reconstruction Project is in the procurement phase. The project is currently out to bid with construction anticipated to begin in March 2024. The project is expected to be completed in August 2024. The La Colonia Neighborhood Alley Reconstruction Project is in the design phase. Construction is anticipated for FY 24/25.
42.	C2403- Portable Stormwater Pump	No funds have been expended out of a \$80,000 one-time budget	The pump has been received; City staff is waiting on the invoice to process payment.	The pump has been purchased and received by the City. Only final accounting tasks remain to close the project out.
43.	C2404- Joint Use Agreement Between West Village Park and Brekke Elementary School	No funds have been expended out of a \$425,000 one-time budget.	The School District proceeded to purchase and install a playground unit. The City is responsible for funding benches, a stove, trash receptacle, a fitness circuit, and any playground costs that are eligible for reimbursement.	New playground was installed by the School District for \$468,000.
44.	M2405- Personal Protective Equipment	No funds have been expended out of a \$110,000 one-time	The Fire Department is currently awaiting the delivery of the first equipment order placed in November 2023. This project used to have a	Equipment ordered is expected to arrive no later than March 2024.

		budget.	budget of \$160,000; \$50,000 of that funding will be put towards an air compressor. The air compressor was subsequently made into its own project (C2410, shown below) and the budget for M2405 Personal Protective Equipment lowered changed to \$110,000.	
45.	C2036- Facility Emergency Backup Generator	No funds have been expended out of a \$800,000 one-time budget.	Design and specifications are complete and have been approved by Community Development. City is currently working on a permit from the Ventura County Air Pollution Control District.	The award is tentatively scheduled to go to City Council for approval in March. The bid process is currently underway.
46.	M2403 / M2404- FEMA Grants City Matches	\$0 expended out of a \$185,651 one-time budget M2403 \$0 expended out of a \$16,667 one-time budget M2404, G2414, G2415, G2413, C2412 - \$0 expended out of a \$168,984 one-time budget	The City was awarded four of the seven FEMA grants applied for, requiring only \$83,000 of the total budget. City Council approved a reapportionment of \$102,000 to project C2410. Only \$43,000 ended up being needed to fully fund C2410.	● One awarded grant is to purchase equipment (automated chest compression devices). Equipment is expected to be procured by the end of FY 23/24. ● Three awarded grants are training grants, all of which have already begun or will begin this fiscal year (FY 23/24). All three grant-funded trainings will continue into next year.
47.	M2402- IT Contractors	\$432,709 expended out of a	The projects that these contractors are being deployed on are underway and in various	● Community Development permit payment process - build and test complete; training in

		\$1,275,000 one-time budget.	stages of planning, design development and implementation.	process. ●Remediation of document management system - assessment and roadmap complete. ●Implementation of IT project management system - configuration, installation and implementation complete. ●Citywide Wi-Fi upgrade - assessment and quotation complete. ●Tyler New World upgrade - installation of test environment, testing and training complete. ●Police custom software assessment - planning and analysis complete. ●Solar Permitting App (SB379) - analysis, vendor demo, and County customer discussion complete.
48.	C2410 - High-Pressure Breathing Air Compressor	\$0 expended out of a \$93,000 one-time budget.	The contract to procure is in development.	The project is expected to be completed by the end of FY 23/24.

The above table was compiled using expenses as of January 10, 2024.

Removed Projects

Last year's status update (January 2023) included bond debt project M2304, called "Station 8 Bonds 2014 - Reserve". This project was created to make additional early payments on the City's bond debt incurred for Fire Station 8 (these would have been payments in addition to the standard required payments). Due to current litigation preventing the City from bonding for capital projects, the City can no longer pay off bond debt early. The project is remaining open in the City's financial system in case anything changes, but it's no longer an active Measure O project and will not be acted on or reported on until litigation is resolved.

Last year there was also a project titled "12 Alleyways" included under project ID 215709. In the FY23/24 adopted budget, this project received a second allocation of funding and was subsequently renamed, as its scope now covers more than the original 12 alleyways proposed. It's now identified as Measure O project C2111, "Citywide Alleyway Resurfacing". "12 Alleyways" was removed from the above list as a separate project so its costs and performance are not double-counted.

Weaned Projects

As of July 1, 2023 with the adoption of the City's FY 23/24 budget, the following projects have been weaned entirely from Measure O and moved to the General Fund. Thus, they have been removed from the above list, the Measure O projects have been closed, and no further Measure O funds are being expended for these purposes.

1. **MO2101 – Enhance Community Police (ongoing).** The City provided \$4,065,421 annually to continue fielding officers that specialized in neighborhood problem-solving and community engagement. Measure O funds covered the cost of 16 full time employees for the Neighborhood Policing Team (NPT) program. The NPT addressed issues such as property crime, drug enforcement, traffic, and special patrol details.
2. **MO5101 – Homeless Program (ongoing).** Every year Measure O provided \$1,103,547 towards the operation of a 110-bed, 24-hour shelter that provides a safe place to sleep, shelter from the elements, meals, and sanitation and related services for individuals experiencing homelessness. The shelter is operated by Mercy House. It is currently located at the former National Guard Armory on K Street, but the new homeless shelter and navigation center at 241 Second Street is anticipated to open in the first quarter of 2025.

The latest Measure O Annual Community Report is attached. This was mailed out to all Oxnard households on October 2023. It is a summary of FY21-22, which was independently audited by Eadie + Payne.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Measure O Citizen Oversight Committee heard this update at its January 25, 2024, meeting and recommended the item be forwarded to the City Council.

Prepared by: Annie Jensen, Project Manager

ATTACHMENTS

1. FY21-22 Annual Community Report

MEASURE O

FISCAL YEAR 2021-22 Annual Community Report

WHY AM I RECEIVING THIS UPDATE?

The Measure O Ordinance No. 2779 requires that a written report be provided annually to every household in the City detailing how much revenue is generated by the ordinance and how funds are used.

WHAT IS MEASURE O?

Measure O is a local half-cent sales tax supplement that was approved by 65% of Oxnard voters in 2008 that provides locally controlled funding for protection, maintenance and expansion of vital City services that our community relies on. Measure O funding is scheduled to end in March 2029.

All expenditures of funds raised by Measure O must be publicly approved by the City Council. Additionally, the Measure O Citizen Oversight Committee ensures that expenditures are in compliance with the voter-approved measure.

WHAT DOES MEASURE O PAY FOR?

Measure O supports police, fire, and emergency response; youth recreation, after-school and anti-gang prevention programs; upgrading stormwater drains; senior services; increasing code compliance; street paving and pothole repair; and other general services.

Nearly 63% of Measure O funds were dedicated to public safety services in FY 2021-22, which funds 37 full-time employees in Oxnard's Fire and Police Departments to address 911 emergency medical needs and neighborhood safety (along with 13 non-public safety full-time employees).

"WEANING OFF" MEASURE O

The City is responsibly addressing the expiration of Measure O in 2029 by "weaning off" Measure O funding.

This requires absorbing Measure O programs and personnel into the General Fund budget each year.

The "weaning off" process will help to reduce Measure O spending and transfer vital programs and services into the General Fund in order to responsibly meet the ending of this half-cent sales tax. As a result, one-third of the 2020 voter-approved Measure E sales tax will absorb Measure O spending.

MEASURE N AND AN ADDITIONAL LAWSUIT

Measure N, a ballot measure authored by resident Mr. Aaron Starr, offered voters perfect roads, but pitted the expense against Measure O programs. The City challenged Measure N as invalid because a voter initiative cannot direct how a general tax (Measure O) should be spent once the tax has been enacted. The Ventura County Superior Court and the Second Appellate District of the California Court of Appeal both ruled in favor of the City. Mr. Starr petitioned the California Supreme Court to reverse the lower court rulings, but the Supreme Court declined to hear the case and Measure N remains invalid.

An additional lawsuit presented by Mr. Starr is currently challenging the City's authority to issue municipal bonds. While cities nationwide issue bonds for major projects, Oxnard is now required to cash fund these projects while the lawsuit proceeds. This current lawsuit impacts the schedule for "weaning off" Measure O, which had recommended prepaying the debt of the fire station bond that needs to be paid in full by 2032. Now the City must adjust its weaning schedule as many priority projects, such as repairing Oxnard's streets and alleys, require cash funding.

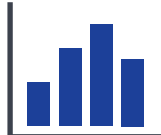
OXNARD'S INTERACTIVE FINANCIAL REPORTING TOOL

EASY ONLINE ACCESS



View all of the City's revenues and expenses, including Measure O reports

STAY INFORMED



Use the various reporting tools to ensure the City is accountable in its spending commitments to the community

TIMELY FINANCIAL DATA



Track the City's ongoing spending as monthly reports are posted online

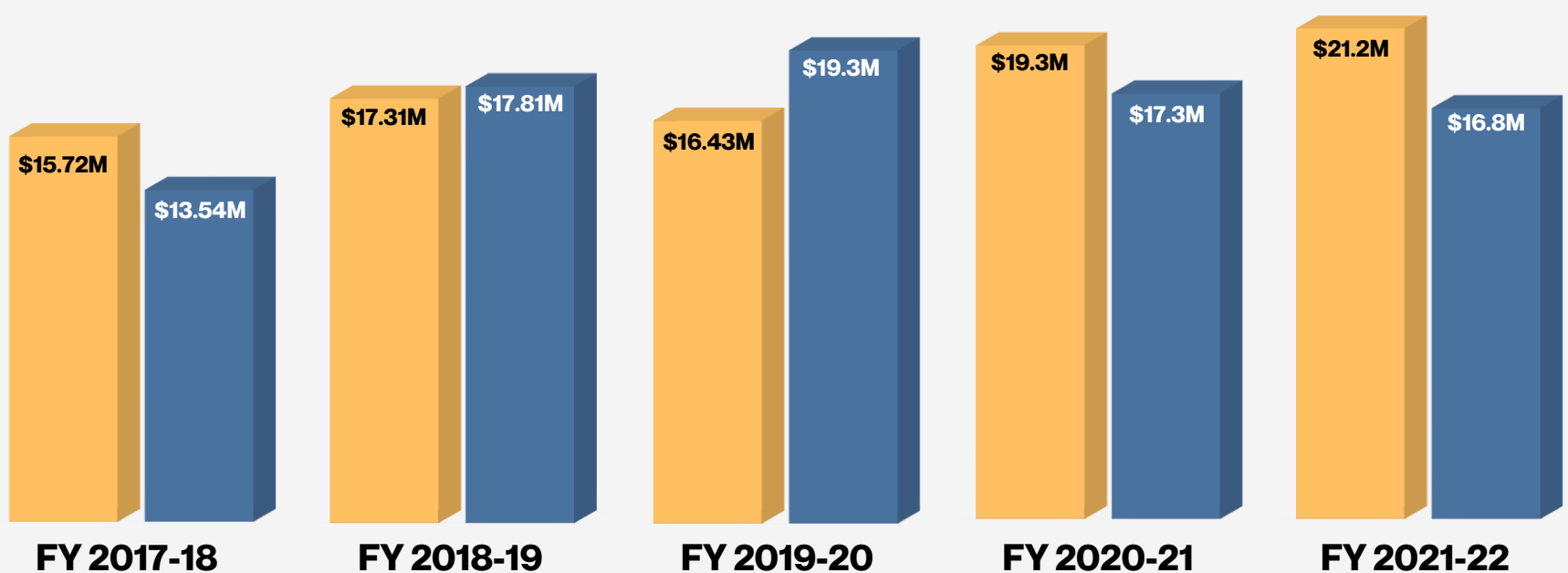


Scan QR code or visit:
www.oxnard.org/finances

5-YEAR MEASURE O REVENUE AND EXPENDITURES FISCAL YEARS 2017-18 THROUGH 2021-22

REVENUE

EXPENDITURES



COMMITMENT TO FINANCIAL TRANSPARENCY AND ACCOUNTABILITY



Measure O Funds of **\$16.8M** were invested towards the following Council-approved priorities for **Fiscal Year 2021-22**



FIRE DEPARTMENT

Supported the advanced life support and paramedic program, which in 2021 Oxnard Fire paramedics averaged a response time of 5 minutes. Funded 21 firefighter positions and Fire Station 8 operations and debt.

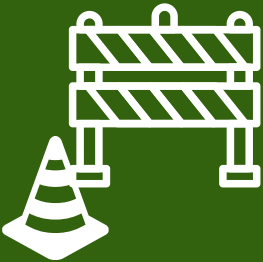
Total Investment: \$6.02 million



POLICE DEPARTMENT

Supported 16 police officer positions, including Oxnard's Neighborhood Policing Team (NPT), a group of officers that specialize in neighborhood problem-solving and proactive community engagement. The NPT led the 2021 fireworks enforcement effort, receiving over 1,000 disturbance calls and issuing 177 citations for violations. NPT officers also engaged with Oxnard's homeless community and responded to over 4,000 calls for service related to homelessness.

Total Investment: \$3.9 million



PUBLIC WORKS

Funded the majority maintenance of College Park and East Village Park; street maintenance including purchase of asphalt and materials (\$200K) for citywide pothole repairs; contracted services to repair raised sidewalks through grinding (\$150K); refurbished signs (\$35K) and hazardous waste removal services from the public right-of-way (\$50K). Also funded debt service for the 2014 lease revenue street bond and alley reconstruction, and supported the ongoing enhancement activities to the Ormond Beach wetlands area.

Total Investment: \$3 million



HOUSING

Funded the operation of the Oxnard Navigation Center, providing shelter and services for the most vulnerable members of our community. From 2021 through 2022, 132 people were permanently housed. The Street Outreach program, which offers street level services and relocation to shelter, averages 147 engagements per month.

Total Investment: \$462,345



CULTURAL & COMMUNITY SERVICES

Funded the City Corps Townkeeper program, which included servicing 122 bus stops and 40 concrete trash cans citywide three times each week, along with 96 downtown trash cans three times per week. Over 17,000 lbs of waste was removed from City alleyways. Served 44,459 congregate meals or via home delivery through the Senior Nutrition Program. Measure O also supports the Homework Center at the Main Library; Day at the Park program for Special Populations; College Park recreational sports monitors; Pre-School to You school year program; the 8-week summer Mobile Activity Center (MAC) in local parks; and the Police Activities League summer basketball program for 200 youth.

Total Investment: \$2.15 million



INFORMATION TECHNOLOGY

Supported the operation of the Public Safety 911 Computer-Aided Dispatching (CAD) system and Law Enforcement Record Management System (LERMS). These critical systems process calls and assist dispatchers to send first responder resources to where they are needed and communicate with Mobile Data Computers (MDC's) in patrol units.

Total Investment: \$886,455



COMMUNITY DEVELOPMENT SERVICES

Funded the Safe Homes, Safe Families program, which supports funding a Code Compliance Inspector and support staff to address substandard code compliance cases.

Total Investment: \$311,148



CITY MANAGER / NON-DEPARTMENTAL

Paid for the funding for Spanish language translation services at City Council meetings and the ability to broadcast this as second audio programming (SAP) on the City's government channel. Also funded the payment for the independent Measure O audit report to ensure financial transparency.

Total Investment: \$25,678



As part of the City's commitment to transparency and accountability, the FY 2021-22 spending report has been independently audited as part of the City's annual audit, conducted by the accounting firm Eadie+Payne.

VISIT WWW.OXNARD.ORG/FINANCES
FOR MORE INFORMATION ABOUT MEASURE O

MEDIDA O

AÑO FISCAL 2021-22 Informe anual para la comunidad

¿POR QUÉ RECIBO ESTA ACTUALIZACIÓN?

La Ordenanza de la Medida O No. 2779 requiere que se proporcione un informe escrito anualmente a cada hogar de la ciudad detallando cuántos ingresos genera la ordenanza y cómo se utilizan los fondos.

¿QUÉ ES LA MEDIDA O?

La Medida O es un suplemento de impuestos de medio centavo sobre las ventas locales que fue aprobado por el 65% de los votantes de Oxnard en 2008 y que proporciona fondos controlados localmente para la protección, el mantenimiento y la expansión de los servicios vitales de la Ciudad de los que depende nuestra comunidad. Está previsto que la financiación de la Medida O finalice en marzo de 2029.

Todos los gastos de los fondos recaudados por la Medida O deben ser aprobados públicamente por el concejo municipal. Además, el comité ciudadano de supervisión de la Medida O garantiza que los gastos cumplan con la medida aprobada por los votantes.

¿QUÉ PAGA LA MEDIDA O?

La Medida O financia la respuesta de la policía, los bomberos y las emergencias; programas de recreación para niños, programas después de la escuela y de prevención contra pandillas; la mejora de los drenajes de aguas pluviales; servicios para personas mayores; aumentar el cumplimiento del código; pavimentación de calles y reparación de baches; y otros servicios generales.

Casi el 63% de los fondos de la Medida O se dedicaron a servicios de seguridad pública en el año fiscal 2021-22, que financia 37 empleados de tiempo completo en los departamentos de policía y bomberos de Oxnard para abordar las necesidades médicas de emergencia del 911 y la seguridad de los vecindarios (junto con 13 empleados de tiempo completo que no son de seguridad pública).

DEJAR DE DEPENDER EN LA MEDIDA O

La Ciudad está abordando responsablemente el vencimiento de la Medida O en 2029 “eliminando” los fondos de la Medida O.

Esto requiere absorber los programas y el personal de la Medida O en el presupuesto del fondo general cada año.

El proceso de dejar de depender de los fondos de la Medida O ayudará a reducir el gasto de la Medida O y transferir programas y servicios vitales al fondo general para cumplir responsablemente con el fin de este impuesto sobre las ventas de medio centavo. Como resultado, un tercio del impuesto sobre las ventas de la Medida E aprobado por los votantes de 2020 absorberá el gasto de la Medida O.

MEDIDA N Y UNA DEMANDA ADICIONAL

La Medida N, una medida electoral redactada por el residente Aaron Starr, ofreció a los votantes carreteras perfectas, pero a costa de poner a riesgo a los programas financiados por la Medida O. La ciudad cuestionó la Medida N como inválida porque una iniciativa de los votantes no puede indicar cómo se debe gastar un impuesto general (Medida O) una vez que se ha aprobado el impuesto. La Corte Superior del Condado de Ventura y La Corte de Apelaciones del Segundo Distrito de California fallaron a favor de la ciudad. El señor Starr apeló la decisión de la Corte; sin embargo, la Corte Suprema se negó a escuchar el caso y la Medida N sigue siendo inválida.

Una demanda adicional presentada por el señor Starr actualmente cuestiona la autoridad de la ciudad para emitir bonos municipales. Mientras que las ciudades de todo el país emiten bonos para proyectos grandes, ahora se exige a Oxnard que financie en efectivo estos proyectos mientras avanza la demanda. Esta demanda actual afecta el plan y proceso de dejar de depender de la Medida O, que había recomendado pagar por adelantado la deuda del bono de la estación de bomberos que debe pagarse en su totalidad para 2032. Ahora la Ciudad debe ajustar su plan de dejar de depender en la Medida O ya que muchos proyectos prioritarios, como la reparación de las calles y callejones de Oxnard requiere financiación en efectivo.

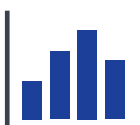
HERRAMIENTA INTERACTIVA DE INFORMES FINANCIEROS

FÁCIL ACCESO EN LÍNEA



Vea todos los ingresos y gastos de la ciudad, incluidos los informes de la Medida O

MANTENGASE INFORMADO



Utilice las herramientas de informes para asegurarse de que la ciudad sea responsable de sus gastos y de sus compromisos a la comunidad

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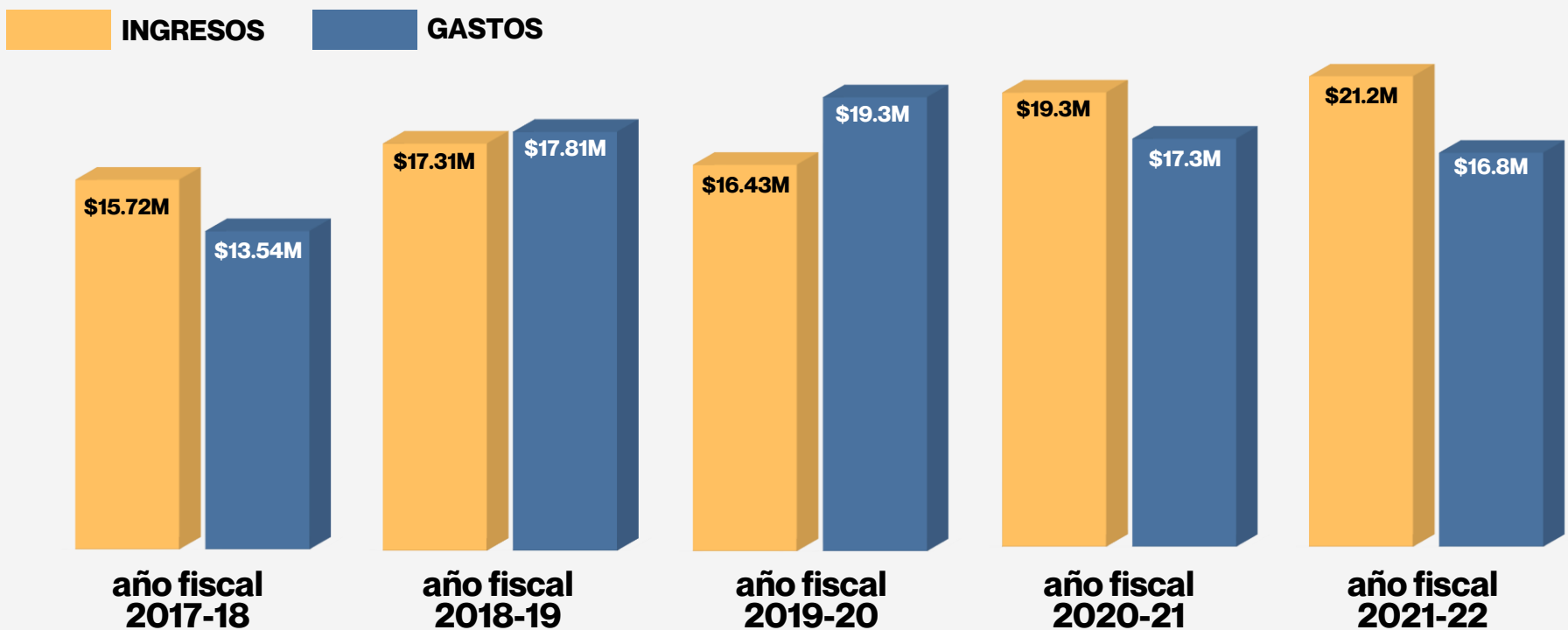


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INGRESOS Y GASTOS DE LA MEDIDA O DE 5 AÑOS AÑOS FISCALES 2017-18 A 2021-22



COMPROMISO DE TRANSPARENCIA Y RESPONSABILIDAD FINANCIERA



Los fondos de la Medida O de **\$16.8M** se invirtieron en las siguientes prioridades aprobadas por el concejo para el **año fiscal 2021-22**



DEPARTAMENTO DE BOMBEROS

Financió el programa de paramédicos y el programa de soporte vital avanzado, que en 2021 los paramédicos del departamento de bomberos de Oxnard promediaron un tiempo de respuesta de 5 minutos. También financió 21 puestos de bomberos y operaciones y deuda de la estación 8 de bomberos.

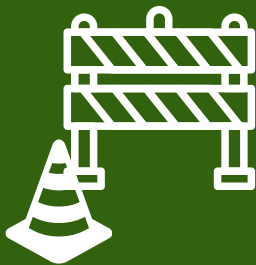
Inversión total: \$6.02 millones



DEPARTAMENTO DE POLICIA

Financió 16 puestos de oficiales de policía, incluido el Equipo de Vigilancia Vecinal (NPT, por sus siglas en inglés) de Oxnard, un grupo de oficiales que se especializan en la resolución de problemas de los vecindarios y la participación comunitaria proactiva. El NPT lideró el esfuerzo de control de fuegos artificiales en 2021, recibió más de 1,000 llamadas por disturbios y emitió 177 citaciones por infracciones. Los oficiales del NPT también colaboraron con la comunidad de personas sin hogar de Oxnard y respondieron a más de 4,000 llamadas de servicios relacionados con personas sin hogar.

Inversión total: \$3.9 millones



OBRAS PÚBLICAS

Financió la mayoría del mantenimiento de College Park y East Village Park; el mantenimiento de calles, incluida la compra de asfalto y materiales (\$200 mil) para reparar baches en toda la ciudad; servicios contratados para reparar aceras elevadas mediante pulido (\$150 mil); letreros renovados (\$35 mil) y servicios de remoción de desechos peligrosos de la vía pública (\$50 mil). También financió el servicio de deuda para el bono de ingresos por arrendamiento de 2014 para calles y la reconstrucción de callejones, y apoyó las actividades de mejora en el área de humedales de Ormond Beach.

Inversión total: \$3 millones



VIVIENDA

Financió la operación del centro de navegación de Oxnard, brindando refugio y servicios para los miembros más vulnerables de nuestra comunidad. Desde 2021 hasta 2022, 132 personas fueron alojadas permanentemente. El programa Street Outreach, que ofrece servicios a nivel de calle y reubicación en refugios, tiene un promedio de 147 compromisos por mes.

Inversión total: \$462,345



SERVICIOS CULTURALES Y COMUNITARIOS

Financió el programa City Corps Townkeeper, que incluyó el mantenimiento de 122 paradas de autobús y 40 contenedores de basura de concreto en toda la ciudad tres veces por semana junto con 96 botes de basura en el centro de la ciudad tres veces por semana. Se retiraron más de 17,000 libras de desechos de los callejones de la ciudad. Se sirvieron 44,459 comidas colectivas o mediante entrega a domicilio a través del programa de nutrición para personas mayores. La Medida O también apoya el centro de ayuda con tarea en la biblioteca principal; el programa de día de parque para poblaciones especiales; monitores de deportes recreativos de College Park; programa del año escolar Pre-School to You; el centro móvil de actividades (MAC, por sus siglas en inglés) de verano de 8 semanas en parques locales; y el programa de baloncesto de verano de la liga de actividades policiales (PAL, por sus siglas en inglés) para 200 jóvenes.

Inversión total: \$2.15 millones



TECNOLOGÍAS DE INFORMACIÓN

Financió la operación del sistema de despacho asistido por computadora (CAD, por sus siglas en inglés) del 911 de seguridad pública y del sistema de gestión de registros policiales (LERMS, por sus siglas en inglés). Estos sistemas críticos procesan llamadas y ayudan a los despachadores a enviar recursos de primeros auxilios a donde se necesitan y comunicarse con las computadoras de datos móviles (MDC, por sus siglas en inglés) en las unidades de patrulla.

Inversión total: \$886,455



SERVICIOS DE DESARROLLO COMUNITARIO

Financió el programa Hogares Seguros, Familias Seguras, que apoya la financiación de un inspector de cumplimiento del código y personal de apoyo para abordar casos de cumplimiento deficiente del código.

Inversión total: \$311,148



ADMINISTRADOR DE LA CIUDAD / NO DEPARTAMENTAL

Pagó el financiamiento de los servicios de traducción al español en las reuniones del concejo municipal y la capacidad de transmitir esto como segunda programación de audio (SAP, por sus siglas en inglés) en el canal del gobierno de la ciudad. También financió el pago del informe de auditoría independiente de la Medida O para garantizar la transparencia financiera.

Inversión total: \$25,678



Como parte del compromiso de la ciudad a la transparencia y la responsabilidad, el informe de gastos del año fiscal 2021-22 ha sido auditado de forma independiente como parte de la auditoría anual de la ciudad, realizada por la firma contable Eadie+Payne.

VISITE **WWW.OXNARD.ORG/FINANCES**
PARA MÁS INFORMACIÓN SOBRE LA MEDIDA O



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. H.6

DATE: February 20, 2024

TO: City Council

FROM: Eden Alomeri, Billing and Licensing Director, (805) 385-7811, eden.alomeri@oxnard.org

SUBJECT: Impose actual cost recovery fees for use of credit cards, debit cards and electronic checks.

RECOMMENDATION

That the City Council adopt a resolution imposing fees for the use of credit cards, debit cards and electronic checks.

BACKGROUND

In 2003, City Council approved the use of credit cards to pay City fees. Government Code section 6159 ("Section 6159") authorizes the City to impose a fee for the use of a credit or debit card or electronic funds transfer, not to exceed the costs incurred by the City in providing for payment by credit or debit card or electronic funds transfer.

On July 29, 2021, the City Council adopted Resolution No. 15,479 discontinuing the credit card fee subsidy and establishing a 2.35% per-transaction fee to cover the costs of banking convenience fees for the use of credit card, debit card, and electronic check transactions for certain City services, and for certain fees, charges or taxes due to the City where the City did not have a contract with a processor. The City Council recognized that it was convenient for customers to pay for City services and for fees, charges or taxes (collectively, "City Services") due to the City utilizing credit cards, debit cards, or electronic checks. The fees have not been implemented due to the City Council approving the recommendation of such fees with an amendment to not implement the fees until the local declarations of emergency related to COVID were suspended. As soon as the pause on penalties was rescinded in July 2022 and the local declaration of emergency related to COVID was terminated on March 21, 2023, via Resolution No. 15,666, staff began working with various software providers and credit card processors to map out the implementation of the credit card fee.

DISCUSSION

Government Code section 6159 authorizes the acceptance of a credit card, debit card or electronic funds transfer for payment of services rendered by a city, or for payment of a fee, charge, or tax due to a city, provided the legislative body of the city approves such use.

Currently, the City accepts credit and debit cards for a broad range of services, including utilities, business taxes, short-term rental permits, building permits, fire inspections, recreation class fees, parking citations, false alarm citations, and parking meters. Additionally, eChecks are accepted for utility payments over the phone. Although credit and debit card and eCheck payments offer convenience to customers, since 2003, the City has had to pay many fees for transactions to the gateway, the merchant and the credit card companies (Visa and MasterCard) or eCheck processor, each of which performs a function to complete a transaction and enable the City to collect payments.

The tables below show the list of credit card processors currently used by the City for the various services accepting electronic payments and their credit card processing fees. The credit card use fees vary by merchant and use. For example, currently Elavon Inc. presents a use fee of 2.35%, while Paymentus presents a use fee of 2.95%. In addition, for some services, flat rate payment processing fees range from the lowest \$2.00 to the highest \$17.25 depending on the amount of the service charge (such as Police Records row in table below). Section 6159 authorizes the City to impose a

fee for the use of a credit or debit card or electronic funds transfer, not to exceed the costs incurred by the City in providing for payment by credit or debit card or electronic funds transfer.

The tables below show various processor fees and whether those fees are passed through or subsidized by the City.

Table 1

Department/Division	Processor	Gateway Fees	Applicable Payment Processing Fees (if passed)	Over & Above 2.35%	Passed/Subsidized
Billing and Licensing Non-Utilities	Paymentus		Non-Utility, 2.95% with the current max pay amount of \$20,000	Over 0.6% (non-utility)	Subsidized
Billing and Licensing Utilities	Paymentus		Minimum fee of \$4.25 for Card/ACH payments with a max pay of \$2,000	Minimum fee of \$4.25 for Card/ACH payments	Subsidized
Billing and Licensing Utilities - Interactive Voice Response (IVR)	Elavon	\$0.10 per transaction \$49 monthly fee	2.35%	\$0.10 per transaction (gateway fee) + \$49 monthly fee	Subsidized
Billing and Licensing Utilities	TeleCheck	\$0.10 per transaction \$49 monthly fee	3.19% plus \$0.25 per transaction	Over 0.84% + \$0.25 per transaction + \$0.10 per transaction (gateway fee) + \$49 monthly fee	Subsidized
Environmental Resources MRF	Elavon		2.35%		Subsidized
Public Works Beach Parking	Elavon		2.35%		Subsidized
Cultural and Community Services Library	Facilitron		3.5% eCheck fee of \$0.95	Over 1.15% eCheck fee of \$0.95	Passed
Cultural and Community Services Recreation	Activenet		Activenet - \$2.00 if paying online only	\$2.00 if paying online only	Passed
Cultural and Community Services Recreation	Facilitron		3.5%	Over 1.15%	Passed

Table 2

Department/Division	Processor	Applicable Payment Processing Fees (if passed)	Over & Above 2.35%	Passed/ Subsidized
Community Development	Central Square Payments	2.35%		Passed
Police - Parking Citations	Phoenix	\$3.95	\$3.95	Passed
Police - False Alarms	Phoenix	\$3.95	\$3.95	Passed
Police - Animal Safety Citations	Phoenix	\$3.95	\$3.95	Passed
Police Records	Allpaid (GovPay)	Range Service Fee \$0.01-50.00 = \$1.75 \$50.01-75.00 = \$2.00 \$75.01-100.00 = \$3.75 \$100.01-150.00 = \$5.75 \$150.01-200.00 = \$7.25 Vehicle Releases + Service Fee \$185.00+\$7.25 = \$192.25 \$245.00+\$9.25 = \$254.25 \$445.00+\$17.25 = \$462.25	Range Service Fee \$0.01-50.00 = \$1.75 \$50.01-75.00 = \$2.00 \$75.01-100.00 = \$3.75 \$100.01-150.00 = \$5.75 \$150.01-200.00 = \$7.25 Vehicle Releases + Service Fee \$185+\$7.25 = \$192.25 \$245.00+\$9.25 = \$254.25 \$445.00+\$17.25 = \$462.25	Passed

In the near future, the City plans to transition some of our payment processing to Tyler Payments. Tyler Payments is a product of the City's new ERP system, which provides an opportunity to incorporate the credit card fees into the larger Tyler system. This could lessen the need to use multiple merchants to process customer credit card payments, increases cybersecurity, would communicate clearly with the City's financial system, and would eliminate errors by not requiring staff to manually enter such payments. The table below shows the future processor's fees.

Department	Processor	Applicable Payment Processing Fees (if passed)	Over & Above 2.35%
(multiple)	Tyler Payments	2.95% General & Utility Billing, \$2.50 minimum 3.75% Permitting & Licensing, \$2.50 minimum eCheck fee \$1.00	Over 0.6% (Gen&UB), \$2.50 minimum Over 1.4% (Permitting & Lic.) \$2.50 minimum eCheck fee \$1.00

Though transitioning to Tyler Payments offers many benefits, not all fees will make this transition. In some cases, the City contracts with a vendor who provides a service and also accepts payment, so the City cannot dictate the processor. Also, not all fees will transition to Tyler at the same time as various current processors' contracts terminate on different dates, and as each such transition will require staff and vendor efforts. Staff will evaluate each area in which the City accepts electronic payments and determine which fees should transition to Tyler Payments, and when such transitions should happen.

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

Approval of the recommended transaction fee increase is estimated to save the City approximately \$487,100 annually.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Daniel Chavez, Management Analyst II

ATTACHMENTS

1. Resolution
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD IMPOSING FEES
FOR THE USE OF CREDIT CARD, DEBIT CARD AND ELECTRONIC CHECKS

WHEREAS, the City Council recognizes that it is convenient for customers to pay for City services and for fees, charges or taxes (collectively, “City Services”) due to the City utilizing credit cards, debit cards, or electronic checks; and

WHEREAS, Government Code section 6159 authorizes the acceptance of credit cards, debit cards, or electronic checks for payment of City Services; and

WHEREAS, the City accepts payment by credit and debit cards for a broad range of services, including utilities, business taxes, short term rentals, building permits, fire inspections, recreation class fees, parking citations, false alarm citations, and parking meters; and

WHEREAS, the City accepts payment by electronic checks for utility payments made by phone; and

WHEREAS, although credit, debit card and electronic check payments offer convenience to customers, the City pays fees for these transactions to the gateways, merchants, credit card companies, and the electronic check processors, each of which performs a function to complete a transaction and enables the City to collect debit card, credit card, or electronic check payments; and

WHEREAS, in 2021 the City Council adopted Resolution 15,479 establishing specific fees for the use of credit card, debit card and electronic checks; and

WHEREAS, Government Code section 6159 permits the City to impose fees not to exceed the costs incurred by the City in providing for payment by credit or debit card or electronic check.

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

SECTION 1. Pursuant to Government Code section 6159 the City Council authorizes the acceptance of credit cards, debit cards, or electronic checks for the payment of City Services.

SECTION 2. The City may impose fees (the “Fees”) for the use of a credit or debit card or electronic check, not to exceed the costs incurred by the City in providing for payment by credit or debit card or electronic check.

SECTION 3. The City Manager is authorized to take all actions necessary to implement and collect the Fees.

SECTION 4. If any section, subsection, clause or phrase in this resolution is for any reason held invalid, the validity of the remainder of this resolution shall not be affected thereby. The City Council would have passed this resolution and each section, subsection, sentence, clause, or phrases thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases thereof be held invalid.

SECTION 5. Resolution 15,479 is hereby rescinded, effective immediately.

SECTION 6. This Resolution shall take effect immediately.

PASSED AND ADOPTED THIS _____ day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John C. Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

IMPOSE ACTUAL COST RECOVERY FEES FOR USE OF CREDIT CARDS, DEBIT CARDS AND ELECTRONIC CHECKS

City Council
February 20, 2024

Daniel Chavez, Management Analyst
Department of Billing and Licensing

That City Council adopt a resolution imposing fees for the use of credit cards, debit cards and electronic checks.

In 2003, City Council approved the use of credit cards to pay City fees.

- On July 29, 2021, the City Council adopted Resolution No. 15,479 establishing a 2.35% per transaction fee
- The fees have not been implemented due to the City Council approving the recommendation of such fees, with an amendment to **not** implement the fees until the local declarations of emergency related to COVID were suspended.
- As soon as the pause on penalties was rescinded in July 2022 and the local declaration of emergency related to COVID was terminated on March 2023, staff began working with various software providers and credit card processors to map out the implementation of the credit card fee

Current fees for various City services accepting electronic payments:

Department/Division	Processor	Gateway Fees	Applicable Payment Processing Fees (if passed)	Over & Above 2.35%	Passed/ Subsidized
Billing and Licensing Non-Utilities	<u>Paymentus</u>		Non-utility, 2.95% with the current max pay amount of \$20k.	Over .6% (non-utility)	Subsidized
Billing and Licensing Utilities	<u>Paymentus</u>		Minimum <u>Cfee</u> of \$4.25 for Card/ACH payments with a max pay of \$2k.	Minimum <u>Cfee</u> of \$4.25 for Card/ACH payments	Subsidized
Billing and Licensing Utilities - Interactive Voice Response (IVR)	Elavon	\$0.10 per transaction \$49 monthly fee	2.35%	\$0.10 per transaction (gateway fee) + \$49 monthly fee	Subsidized
Billing and Licensing Utilities - eCheck	<u>Telecheck</u>	\$0.10 per transaction \$49 monthly fee	3.19% plus \$0.25 per transaction	Over 0.84% + \$0.25 per transaction + \$0.10 per transaction (gateway fee) + \$49 monthly fee	Subsidized
Environmental Resources - MRF	Elavon		2.35%		Subsidized
Public Works Beach Parking	Elavon		2.35%		Subsidized
Cultural and Community Services - Library	<u>Facilitron</u>		3.5% <u>echeck</u> fee of \$0.95	Over 1.15% <u>echeck</u> fee of \$0.95	Passed
Cultural and Community Services - Recreation	<u>Activenet</u>		<u>Activenet</u> - \$2.00 if paying online only	\$2.00 if paying online only	Passed
Cultural and Community Services - Recreation	<u>Facilitron</u>		3.50%	Over 1.15%	Passed

FEES SERVICE PROVIDERS CHARGE THE CITY (continued)

5

Department/Division	Processor	Applicable Payment Processing Fees (if passed)	Over & Above 2.35%	Passed/ Subsidized
Community Development	Central Square Payments	2.35%		Passed
Police - Parking Citations	Phoenix	\$3.95	\$3.95	Passed
Police - False Alarms	Phoenix	\$3.95	\$3.95	Passed
Police - Animal Safety Citations	Phoenix	\$3.95	\$3.95	Passed
Police Records	Allpaid (GovPay)	Range Service Fee \$0.01-50.00 = \$1.75 \$50.01-75.00 = \$2.00 \$75.01-100.00 = \$3.75 \$100.01-150.00 = \$5.75 \$150.01-200.00 = \$7.25 Vehicle Releases +Service Fee \$185.00+\$7.25 = \$192.25 \$245.00+\$9.25 = \$254.25 \$445.00+\$17.25=\$462.25	Range Service Fee \$0.01-50.00 = \$1.75 \$50.01-75.00 = \$2.00 \$75.01-100.00 = \$3.75 \$100.01-150.00 = \$5.75 \$150.01-200.0 = \$7.25 Vehicle Releases + Service Fee \$185.00+\$7.25 = \$192.25 \$245.00+\$9.25= \$254.25 \$445.00+\$17.25= \$462.25	Passed

Some services of the City are transitioning to Tyler Payments, providing an opportunity to integrate into the larger Tyler system:

1. Could lessen the need to use multiple processors
2. Increases credit card security
3. Communicates clearly with the City's financial system
4. Reduces likelihood of errors due to less manual operations

Tyler will charge 2.95% General & Utility Billing, \$2.50 minimum, and 3.75% Permitting & Licensing, \$2.50 minimum eCheck fee \$1.00

Not all fees will transition to Tyler Payments, e.g., City contracts with vendor who provides service and accepts payment (where City does not determine processor)

Not all fees will transition to Tyler at the same time. Staff will evaluate each area to determine which fees should transition to Tyler Payments, and when such transitions should happen.

Approval of the recommended transaction fee is estimated to save the City approximately \$487,100 annually.

That City Council adopt a resolution imposing fees for the use of credit cards, debit cards and electronic checks.



QUESTIONS?



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. H.7

DATE: February 20, 2024
TO: City Council
FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org
SUBJECT: Award of Agreement for the Preparation of a Comprehensive Update to the Local Coastal Program (LCP).

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a three (3) year agreement with the option for (1) one-year extension (Agreement No. 32400306) with Dudek, in an amount not to exceed \$881,875 for the preparation of a comprehensive update to the Local Coastal Program (LCP), which is reflective of updates to the Coastal Land Use Plan (LUP) and Local Implementation Plan (LIP), Chapter 17 of the Oxnard City Code (Coastal Zoning Ordinance).

(The Community Services, Public Safety, Housing, & Development Committee approved 3-0 on January 23, 2024.)

BACKGROUND

EXECUTIVE SUMMARY

The California Coastal Act of 1976 requires local governments in the State of California to prepare and implement Local Coastal Programs (LCPs) to protect natural and man-made coastal resources and maximize public access to the shorelines. LCPs are planning documents used by local governments to guide development in the coastal zone, in partnership with the California Coastal Commission (CCC). LCPs contain rules and regulations for future development and protection of coastal resources by specifying appropriate location, type, and scale of new or changed uses. LCPs must be in conformance with the broad requirements of the California Coastal Act to reflect the unique and specific community characteristics of the jurisdiction. Each LCP consists of a Land Use Plan (LUP) and Local Implementation Plan (LIP, Coastal Zoning Ordinance); collectively, this is referred to as the City's LCP. The LUP designates land use classifications, goals, and policies guiding development (similar in nature to a City's General Plan, but specifically for the coastal zone). The LIP includes measures to implement the LUP, typically through the City's Coastal Zoning Ordinance.

The City's coastal zone represents approximately 2,626 acres or 15% of the City's overall 17,367 acres. The City of Oxnard adopted its LCP in 1982, inclusive of the City's LUP and implementing LIP (Chapter 17, Coastal Zoning Ordinance of the Oxnard City Code). The City's LCP was certified by the CCC in 1985.

While the components of LCP were amended several times over the years to address the evolution of coastal planning in Oxnard and the changing needs of the City, a comprehensive LCP amendment has not been completed since 1982.

The City's LCP (LUP and LIP) need to be comprehensively updated to address a range of CCC and State of California Department of Housing and Community Development (HCD) regulations and policies, CCC Sea Level Rise (SLR) guidance, environmental conditions, housing policies and laws, coastal protection, and development protocols. These changes will be required to be submitted to and certified by the CCC as a major LCP Amendment.

BACKGROUND

In 2015, the City received CCC grant funding to study coastal flooding, utilize the best available technical science and model to study flooding issues, and conduct community engagement with residents and technical experts (technical advisory committee) to produce studies necessary to update the LCP. The City fulfilled the terms of the grant by producing two draft studies which were released for public review and input in 2019:

- 1) Draft Sea Level Rise (SLR) Vulnerability Assessment and Fiscal Impact Report: A report that addresses existing and future coastal hazards and the fiscal impact of future hazards in combination with SLR projections in the Oxnard Coastal Zone; and
- 2) Draft Sea Level Rise (SLR) Adaptation Strategy Report: A report that informs the LCP update process, City coastal permitting, SLR adaptation planning, and related regulatory processes.

The two draft studies were utilized to begin preparing draft coastal policies, which would be contained in the City's Draft LUP. Following extensive discussion between City and CCC staff between 2019 - 2021 regarding Oxnard's LUP policies, it became evident that CCC 2018 SLR Guidance and approaches were inflexible, were based upon a one-size fits all approach, and did not consider varied coastal conditions. In 2021, new SLR modeling projections were developed and approaches to address coastal flooding were presented by jurisdictions due to evolving science, technical approaches, and collaboration. Therefore, the City, as well as many other coastal communities, paused work on updating their LUPs, pending discussion and collaboration with other coastal communities on approaches and methodologies.

Further, through the City's membership in Smart Coast California, a consortium of coastal communities promoting local coastal policy solutions, momentum has been created to allow the City to develop policies and approaches unique to Oxnard. For this reason, as well as CCC and HCD mandates and laws, City staff have determined that now is the time to re-initiate the LCP updates. This work effort will be followed by a comprehensive update to the City's 2030 General Plan.

ANALYSIS

The City issued a Request for Proposals (RFP) in August 2023 for an update to the LCP, which is reflective of updates to the LUP and the LIP, Chapter 17 of the Oxnard City Code (Coastal Zoning Ordinance). In September, the City received two (2) proposals. Based upon the criteria identified in the RFP, three (3) City representatives, including one (1) from the Public Works and two (2) from the Community Development Departments, evaluated the proposals and interviewed both firms. Following a thorough review and evaluation, Dudek ("Consultant") was selected as the most qualified firm to perform the work due to their overall experience, responsiveness to address local solutions and approaches, competitive timeline, and budget. The scope of work is detailed and therefore, staff has provided a summary of the scope of work within Attachment 1.

The scope of work will ensure compliance with coastal act policies and requirements, advance local coastal solutions, afford robust community engagement through varied engagement efforts, allow for multi-lingual engagement, while meeting the goal to complete the update, and securing CCC certification of the comprehensive amendment to the LCP documents (LUP and LIP) within three (3) years; the contract affords for one (1) additional year (a maximum of four (4) years) in the event unexpected components arise and additional time is needed. The detailed scope of work is contained in Attachment 2.

The tasks for the update are summarized as follows:

- Task 1 - Project Management and Engagement Work
- Task 2 - Sea Level Rise Vulnerability Assessment (SLR/VA) and Fiscal Impact Analysis
- Task 3 - SLR Adaptation Strategy Report
- Task 4 - Coastal Land Use Plan (LUP)
- Task 5 - Local Coastal Implementation Plan (LIP) Amendment (Coastal Zoning Ordinance)

STRATEGIC PRIORITIES

This agenda item supports Public Safety and Infrastructure and Natural Resources strategies. The purpose of the Public Safety strategy is to prepare the City for response and recovery from potential future flooding and other natural disasters.

Infrastructure and Natural Resources strategy is to focus on repair of public infrastructures, such as seawalls and alleys, as well as ensuring adequate future water supply by protecting City's advanced water purification facility, wastewater facility, and an electric generation station from sea level rise.

FINANCIAL IMPACT

The cost of this Agreement No. 32400306 is \$881,875 and will be funded by General Plan Maintenance Fee (GPMF) revenue. The adopted Fiscal Year (FY) 2023-24 Community Development Budget includes the GPMF appropriation necessary for this agreement. There is sufficient budget to cover the full cost of the contract.

For Finance Use Only: General Fund (Org. 1014101 Obj. 53200 Project M2401)

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing, & Development Committee approved 3-0 on January 23, 2024.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Jasmin Kim, Principal Planner

ATTACHMENTS

1. Contract Scope of Work Task Summary
2. Dudek Agreement LCP

Attachment 1

Contract Scope of Work Task Summary

- Task 1 - Project Management and Engagement: Work associated with this task will proceed throughout the entire term of the contract. The scope commits the Consultant submitting the LCP and LUP to the CCC for review by year two (2) with work associated with the LIP being completed by the end of year three (3). Stakeholder discussion groups, engagement in South Oxnard, and environmental justice communities, as well as visitor-serving businesses will be engaged throughout the update process. Engagement in a variety of means and methods will occur along with Spanish interpretation at all community meetings; translation of key notices into Spanish and Mixtec will also occur.
- Task 2 - Updated Sea Level Rise Vulnerability Assessment (SLR/VA) and Fiscal Impact Analysis: Consultant will update and build upon the 2019 Draft studies, which are now outdated due to changes in SLR modeling approaches and methodology. Utilizing CCC widely anticipated updated SLR guidance, study updates will consider U.S. Geological Survey's Coastal Storm Modeling System (CoSMos) for Oxnard. Final studies will be developed and discussions with CCC will be conducted. With consideration to new coastal economic values, the sufficiency of the 2019 Draft Fiscal Impact Report will be evaluated and updated as needed. Public engagement and coordination with CCC staff will occur through this task.
- Task 3 - Draft SLR Adaptation Strategy Report: Consultant will update and build upon the City's 2019 Draft Study. The updated SLR Adaptation Strategy Report will utilize the adaptation approaches reflective of typical CCC SLR guidance as amended, but will also look at hybrid approaches to develop creative strategies (i.e., traditional hard engineering strategies, constructing or expanding permanent concrete structures, such as a seawall, with more soft strategies, etc.). The study will also look at other protections and accommodations unique to the central coast and Oxnard. Approaches unique to the coastal areas of the City will be considered. Public engagement and coordination with CCC staff will occur through this task.
- Task 4 - Draft Coastal Land Use Plan (LUP) Update: Based on the outcomes of Tasks 2 and 3, the Consultant will prepare a Comprehensive Draft LUP Amendment, identifying the portions of the existing LUP that require modification to improve the City's resilience to SLR. The policy updates to the LUP will consider specific needs of each of the coastal planning areas (PA's) in Oxnard; the LUP anticipates following the existing four (4) LUP PA boundaries. The LUP update will include monitoring program details, and development and permit standards. Coordination meetings with CCC staff will also occur through this task. Production of a Final LUP Amendment package will be prepared and submitted to the CCC along with the required environmental document. Public engagement through community meetings and focused groups will occur by planning areas.
- Task 5 - Local Coastal Implementation Plan (LIP) Amendment (Coastal Zoning Ordinance): Consultant will prepare a Comprehensive Draft LIP Amendment by

identifying components of the Coastal Zoning Ordinance, Chapter 17 of Oxnard Municipal Code that warrant update and modifications to implement the Final LUP. The Draft LIP Amendments will pay particular attention to City Council policy approaches and legislative regulations regarding HCD guidance and guidelines, Oxnard 6th Cycle Housing Element compliance, as well as rebuilding, and building heights and CCC provisions related to updating the Coastal Zoning Ordinance. Production of a Final LIP Amendment package will be prepared and submitted to the CCC. Public engagement and coordination with CCC staff will also occur through this task.

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**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND DUDEK**

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

1. SUMMARY DESCRIPTION OF SERVICES. Professional services to prepare the Comprehensive Local Coastal Program (LCP) Amendment for the City of Oxnard

2. PARTIES.

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

Dudek ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 3760 State Street, Suite 101, Santa Barbara, CA 93105

3. TERM OF AGREEMENT: From (Date): March 1, 2024 To (Date): March 1, 2027

3.1 Time is of the essence in this Agreement.

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

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

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

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4. AGREEMENT AMOUNT NOT TO EXCEED: \$881,875.00.

5. AGREEMENT EXHIBITS.

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

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

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Jeff Pengilley	Name: Carolyn Groves
Title: Director	Title: Project Manager
Phone: 805-385-8208	Phone: 805-308-8507
Email: Jeff.Pengilley @oxnard.org	Email: cgroves@dudek.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
214 South C Street	
Oxnard, CA 93030	

7. CONTRACTUAL PREREQUISITES.

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

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

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

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

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

8. CONSULTANT'S SERVICES.

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

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

9. COMPENSATION.

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

10. PAYMENT & INVOICES.

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

10.1 Payment Request. CONSULTANT shall submit a payment request to CITY by the 10th of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: ComDevAP@oxnard.org.

10.2 Non-Appropriation of Funds. Payments to be made to CONSULTANT by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered

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appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 CONSULTANT's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by CONSULTANT and its employees, agents and subcontracted consultants.

10.4 CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by CONSULTANT or materials or products provided to CITY by CONSULTANT, CONSULTANT shall pay the sales tax. CITY shall not reimburse CONSULTANT for sales taxes paid by CONSULTANT.

11. OPTION TO EXTEND AGREEMENT.

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

12. MODIFICATION OF AGREEMENT.

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

13. TERMINATION OF AGREEMENT.

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

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by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. INDEPENDENT CONTRACTOR

CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its employees or agents shall have control over the conduct of CONSULTANT or any of its employees, except as stated in this Agreement. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting CONSULTANT. This Agreement shall not be interpreted to prevent or preclude CONSULTANT from rendering any services for CONSULTANT's own account or to any other person or entity as CONSULTANT in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

CONSULTANT and its employees and agents have no authority, express or implied, to act on behalf of CITY in any capacity, to incur any debt, obligation or liability on behalf of CITY, bind CITY in any manner, or otherwise act on behalf of CITY as an agent. CONSULTANT and its employees are not employees of CITY. CONSULTANT and its employees are not entitled to receive from CITY any of the benefits or rights afforded employees of CITY, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. LAWFUL PERFORMANCE.

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

16. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide

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safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

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

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

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

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

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

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

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

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

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

18. ASSIGNMENT.

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

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

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

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may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

20. NOTICE.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

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

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

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

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

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

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The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall

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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. [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. [RESERVED] -**30. DISPUTES.**

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

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

31. DISPUTE RESOLUTION.

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

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by CONSULTANT in preparing its billings to CITY as a condition precedent to any payment to CONSULTANT; or for other purposes relating to the Agreement. CONSULTANT will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit CONSULTANT for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, CONSULTANT shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. CONSULTANT shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. CONSULTANT shall include a copy of this Section in all contracts with its subcontractors, and CONSULTANT shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

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

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34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

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

36. GOVERNING LAW.

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

37. SEVERABILITY.

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

38. INTEGRATED AGREEMENT.

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

39. NO THIRD-PARTY BENEFICIARY.

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

40. AUTHORITY TO EXECUTE.

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

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature 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.

42. INCONSISTENT OR CONFLICTING TERMS.

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

43. CAPTIONS AND HEADINGS.

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

44. ACKNOWLEDGEMENT.

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

[Signatures on next page]

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

CITY OF OXNARD

DUDEK

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Jennifer Yates, Purchasing Manager² _____

DocuSigned by:

 61A12CB5E28F42F...
 Joseph Monaco, President, _____ Date
 CEO

DocuSigned by:

 132E1ZF241F8439...
 Helder Guimaraes, CFO³ _____ Date
 January 5, 2024

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.

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EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and DUDEK)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT:
Jasmin Kim/805-385-3945/Jasmin.Kim@oxnard.org

Methodology and Strategy

Providing the City of Oxnard (City) consulting services as an extension of City staff, acting as subject matter and technical experts, and supporting the City with California Coastal Commission (CCC) certification of a Local Coastal Program (LCP) Amendment requires familiarity with the jurisdiction and the past work to evaluate and address sea level rise (SLR), a strong understanding of the City's currently certified LCP, and working experience with the latest CCC guidance and trends in addressing SLR in LCPs.

The Consultant (Dudek) team has worked on many projects in this region and throughout the state with these requirements and are eager to deploy their capabilities for the City. Dudek has extensive local knowledge of the City and the surrounding areas that will allow them to hit the ground running with this updated LCP. Dudek understands that the City's coastal zone is divided into four planning areas:

- McGrath-Mandalay with predominantly recreational uses
- Oxnard Shores with a concentration on urban residential uses
- Channel Islands made up of the Channel Islands Harbor
- Ormond Beach, an industrial area separated from the rest of the City's coastal zone by the City of Port Hueneme

The City's LCP was fully certified in 1985, and while targeted components of the LCP have been amended over the years, a comprehensive update to the entire LCP has not been done since its original certification.

In 2018, the City began updating the LCP to respond to CCC guidance documents. To that end, a Draft SLR Vulnerability Assessment and Fiscal Impact Report and a Draft SLR Adaptation Strategy Report were both completed in May 2019. Then, the City chose to put the SLR and LCP update work on hold pending a robust analysis of SLR options and policy approaches appropriate for the City. In the meantime, the City has completed several other relevant plans that will need to be consistent and work in concert with the updated LCP, including the Draft Ormond Beach Restoration and Access Plan (2019), Channel Islands Harbor Public Works Plan (2022), Climate Action and Adaptation Plan (2022), and Housing Element (2022).

Dudek's deep bench of experts is prepared to tackle key issues facing the City. For example, past work revealed that substantial residential property, such as in Oxnard Shores, and the City's storm drain outfalls are particularly vulnerable to erosion and flooding impacts due to SLR. Similarly, the City's beaches, coastal dunes, and nearby industrial uses, like large-scale power plants, are susceptible to SLR impacts. Dudek's coastal engineers are

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accustomed to being part of multidisciplinary teams where they analyze SLR impacts and work with planners to find ways to implement novel adaptation solutions to respond to vulnerabilities.

In some cases, Dudek coastal planners and engineers have found that projects can get stuck after the vulnerability assessment and adaptation plan have been completed because the next step of implementing adaptation strategies in plans, operations, projects, and funding can seem overwhelming. From involving multiple different stakeholders and communities to navigating the complex landscape of decision-making, updating LCPs to address SLR is complicated. For this reason, the Dudek team's unparalleled coastal permitting and planning experience, as well as established relationships with CCC staff, is what separates Dudek from other firms in the field and will result in successful strategy of communication and collaboration between CCC staff and the City. For example, Dudek is working with the City of Pismo Beach on a comprehensive update to its LCP, including SLR, and have coordinated with CCC staff throughout the process to amend Land Use Plan (LUP) policies and coastal zoning ordinances to proactively address issues, incorporate CCC feedback early, and facilitate a straightforward formal LCP Amendment submittal. The resulting Pismo Beach LCP Amendment reflects local values and conditions as well as complies with the California Coastal Act (CCA) and CCC Guidance. The Pismo Beach LCP Amendment is one of the few examples across the state that has not stalled due to failed negotiations. Therefore, Pismo Beach is close to having an LCP that includes adaptation strategies that can be implemented in a phased approach to mitigate the risks caused by SLR, and Dudek wants to help the City accomplish the same.

Scope of Work

Task 1: Project Timeline, Project Management, and Public Engagement

Task 1.1— Project Timeline

The Dudek team will balance the current workload to make sure that key personnel are available to the City to keep this project on schedule. Prior to project kickoff, the Dudek team will work with City staff to prepare a detailed schedule with clear deadlines, specific action items, and critical milestones, and will implement an agreed-upon project management approach. It is anticipated that this scope of work will cover work for a period of three (3) years, with an option for a one-year extension. Work on Tasks 3 and 4 will be completed and submitted to the Coastal Commission by year two (2). Work associated with Task 5 (LIP) will be completed by the end of year three (3).

Deliverable:

- Project Timeline

Task 1.2— Project Management

Dudek has an effective and proven project management approach involving clear, continuous communication and superior expertise and leadership. Dudek takes client responsiveness seriously, leveraging technology to keep their teams connected, both internally and externally, and maintain productivity. Dudek also has superior knowledge of what it takes to conduct a successful SLR LCP Amendment based on experience as former CCC staff as well as the ongoing analysis of the evolving CCC regional and statewide coastal policy interpretation/implementation practices, as shown in Dudek's involvement in the "Planning for Sea Level Rise on California's Coast: Status, Trends, and Recommendations" (Lester et al. 2023). With these skills, Dudek can understand client's needs, efficiently allocate resources, and develop well-written policies, creative solutions, and equitable plans. Furthermore, with one of the lowest staff turnover rates in the industry, Dudek provides continuity of staff managing and working on projects.

Carolyn Groves will be the project manager and primary point of contact for the City, with Matt Valerio serving as the principle in charge to provide oversight and ensure that the City is provided the highest level of service.

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Per the Request for Proposals, Dudek's scope includes an in-person kickoff meeting to confirm the City's goals, discuss relevant issues and concerns, review roles and responsibilities, and agree upon a schedule for ongoing meetings. By gaining a clear understanding of the City's expectations at the project outset, key members of the Dudek team will avoid rework and delays, delivering work products that explicitly meet the City's objectives. Dudek's scope also includes bi-weekly meetings with City staff for the duration of the contract timeline as established in Task 1.1 and refined with the City, not to exceed 24 months (additional duration will necessitate additional project management scope and fee). These meetings will serve as periodic check-ins to discuss the status of ongoing work, reaffirm key milestones and deliverables, flag any anticipated issues that may impact the schedule or budget, and align on solutions. In addition to Ms. Groves and Mr. Valerio, Dudek team task leaders will be invited as needed per the agenda of individual calls. After establishment of the Consultant/City relationship, Dudek will host these calls as virtual meetings, which allows for audio and video conferencing and screen sharing.

In addition to these meetings with City staff, Dudek has also included six (6) community meetings, two (2) focused discussion groups, up to three (3) City Committee meetings, six (6) CCC meetings, two (2) Planning Commission meetings, and two (2) City Council meetings. For all these meetings, the project team will prepare summary meeting notes and identify subsequent action items.

Dudek coastal planners often function as de-facto extension of staff for municipalities when interacting with CCC and developing coastal planning and permitting materials (LCPs, LCP Amendments, and/or Coastal Development Permits [CDPs]). This includes coordination and facilitation of all meetings and preparation of agendas, draft staff reports, resolutions, ordinances, correspondences, and presentations. As described in Task 1.3, Dudek's team will also produce all public engagement materials. Finally, as detailed in subsequent tasks, the scope anticipates one round of review of the Sea Level Rise Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy and two rounds of review of drafts leading to the updated Final LUP/Local Coastal Implementation Plan (LIP).

Deliverables:

- One (1) Kick off meeting with City staff (in-person)
- 72 Biweekly meetings with City staff (in-person/virtual)
- Summary meeting notes

Task 1.3— Public Engagement

Kearns & West, working in partnership with City staff, will lead the Dudek team's public outreach efforts for the LCP Amendment. The LCP Amendment needs to be informed by the full range of communities and stakeholders in the City, including coastal residents with questions about SLR adaptation and historically underserved and environmental justice communities of South Oxnard who could benefit from more equitable coastal access but are also impacted by climate-related coastal flooding dynamics. Another important stakeholder group is visitor-serving businesses that contribute both to coastal access and tax revenue that fund important municipal functions. Kearns & West's expertise in inclusive engagement techniques will give voice and input opportunities across the City.

Accordingly, Kearns & West will prepare a Community Outreach Plan that outlines the following:

- Public involvement objectives and how input will be used and considered in the LCP Amendment
- Process chart that shows integration of the engagement activities with the project tasks timeline
- Assessment of inclusive engagement needs for the City's underserved and environmental justice communities, such as community languages like Mixtec in addition to Spanish and English, by reaching out

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to local community-based organizations for input on best practices and partnering opportunities

- Consideration of issues and topics that could vary by community and stakeholder interest to customize meeting formats and materials
- Descriptions of engagement methods, including in-person and virtual meetings, successful examples of past experiences communicating coastal hazards and adaptation concepts, and innovative solutions

This approach weaves together Kearns & West knowledge of Oxnard communities and expertise in conducting meaningful engagement in support of, and integrated with, citywide planning projects around coastal land use, access, and resource management as well as climate change and mitigation.

Part of the proposed budget is for compensation to a community-based organization(s) that can partner with the team to increase involvement of community members in South Oxnard. Kearns & West has established procedures for administering compensation agreements. This type of partnership significantly benefited the community engagement for the recent Sustainable Transportation Plan project. Additionally, part of the proposed budget includes Spanish interpretation staff at all community meetings and materials translation, at a minimum, key notices into Spanish and Mixtec. As with all deliverables, documents will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Community Outreach Plan
- Spanish and Mixtec translation

Task 2: Develop an Updated SLR Vulnerability Assessment (SLR/VA) for the City of Oxnard

Task 2.1— Review and Determine SLR Scenarios and Background Data to be Included in the Updated SLR/VA

The Dudek team will update and build upon the 2019 draft SLR Vulnerability Assessment report to complete a final SLR Vulnerability Assessment to inform the updated LCP. The contents of the 2019 draft SLR Vulnerability Assessment report are now outdated in regards to both the SLR values used and the scope of coastal hazards considered. The first step in updating the SLR scenarios and background data will be to identify more recently published data sources that have been adopted by CCC. For example, the 2019 draft report uses SLR values from the National Research Council's 2012 "Sea-Level Rise for the Coasts of California, Oregon, and Washington" report. CCC has most recently adopted the Ocean Protection Council's "State of California Sea-Level Rise Guidance" published in 2018 as the current policy document with applicable SLR values.

CCC has also adopted the U.S. Geological Survey's Coastal Storm Modeling System (CoSMoS) as the best available public numerical model system illustrating coastal hazards over a 2D region-wide mesh grid. The new City LCP maps illustrating SLR and other coastal hazards will be developed using data from the CoSMoS model. The 2019 SLR Vulnerability Assessment references CoSMoS version 3.0, which was implemented in 2016. CoSMoS version 3.0 remains the most up-to-date for Ventura County, despite CoSMoS versions 3.1 and 3.2 being implemented for other regions of California. CoSMoS model map data will be obtained from the Our Coast Our Future website that publicly hosts the CoSMoS model output maps, then ArcGIS software will be used to create new maps for the City's LCP with map area displays corresponding to the City's coastal planning areas. Engineers at Dudek have opened direct dialogue with Patrick Barnard and Li Erikson, the lead geologist and oceanographer developing the CoSMoS models.

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Throughout the project, this contact could allow Dudek to directly discuss any complexities present within the CoSMoS data and how it uniquely applies to the City.

All else being equal, CoSMoS is the preferred model, but Coastal Resilience can be used in cases where it offers additional data or their data is more accurate than CoSMoS. Within the Oxnard region, the CoSMoS model sea level rise and flooding values were updated in 2018 as version 3.0, whereas Coastal Resilience Ventura was last updated in 2013. Since the CoSMoS model is more recently updated it is best to assume that it applies the latest science and data inputs, and is therefore the more accurate of the two in terms of coastal hazards. These assumptions can be confirmed through further research and discussions with the two modeling groups.

The Coastal Resilience model data only extends to year 2100, which corresponds to a 77-year time horizon from today, whereas the CoSMoS model data has a 100 year time horizon. The California Coastal Commission's 2018 Sea Level Rise Policy Guidance document requires certain commercial structures to consider a design time frame of 100 years, therefore even if the Coastal Resilience model is more accurate it's insufficient for fully providing sea level rise policy guidance.

The CoSMoS model also includes more coastal hazards than the Coastal Resilience model: CoSMoS has eight different hazards, and Coastal Resilience has five. Examples of CoSMoS models missing from Coastal Resilience are "flood duration" and "groundwater." CoSMoS also has additional sub-model settings. For example, the shoreline position map also has settings for "beach nourishment" and "hold the line" conditions in the case where action is taken to armor the shorelines.

The Coastal Resilience model has two key features that are not present in the CoSMoS model. The first is the illustration of potential adaptation scenarios, which the Coastal Resilience team had peer-reviewed by local experts and decided upon with direct input from the City of Oxnard and County of Ventura planning department. The potential adaptation scenarios will be considered as part of Dudek's research.

The second feature of the Coastal Resilience model that is not present in the CoSMoS model is the "Economics of Nature-Based Adaptation" values (see image below). The economic values were assigned from a 2015 report titled Economic Analysis of Nature-Based Adaptation to Climate Change and will be considered in the economic and adaptation strategy analyses.

Although the CoSMoS model is more recently updated it has potential for error at the level of fine site-specific details since the model is developed on a broad regional scale. Any significant differences between the CoSMoS and Coastal Resilience models will be investigated and reconciled. Since Dudek will be generating their own maps using the data output from each model, Dudek is able to fill gaps or apply the best of both models by selecting the most accurate data results for each. The decision of where to make adjustments will be based upon Dudek's independent investigation of model results and site conditions, and any changes from the CoSMoS base results will be documented and presented to the City for review.

One specific hazard Dudek may adjust based on the Coastal Resilience maps is storm flooding. As described in Revell Coastal's July 2017 Memorandum, the CoSMoS storm flooding map shows maximum sustained flooding corresponding to a centimeter of water depth for at least a minute, which is a smaller flood area than the instantaneous maximum extent of flood water. This mostly has implications for flood maps along the beach, which vary significantly between the CoSMoS and Coastal Resilience models because Coastal Resilience considers wave runup, but the CoSMoS flood area map does not. CoSMoS provides wave runup data but it's separate from the flood area data, so in this case Dudek may adjust the CoSMoS flood areas to apply the analysis method used by Coastal

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Resilience. Inland areas not subject to waves are not susceptible to wave runup, and therefore no adjustments would need to be made there. Since one flood mapping method isn't necessarily more right or wrong than the other, it would also be reasonable to just use CoSMoS' maximum sustained flooding maps and add commentary that wave runup causes additional temporary flooding.

Because CCC will review the SLR Vulnerability Assessment and ultimately the LCP Amendment, the data used to update the 2019 SLR Vulnerability Assessment will primarily consist of official data and sources adopted by CCC. There are a number of additional science agencies and organizations that publish valuable coastal hazard analyses and data that may also be referenced in the updated report. Any source not officially adopted by CCC will mainly be referenced for general coastal information, such as the contents of the "Climate Science " section of the SLR Vulnerability Assessment, verses for data values. Guidelines and data from the National Oceanic and Atmospheric Administration's "2022 Sea Level Rise Technical Report" may also be applied, as well as new and emerging sea level trend data from NOAA.

The 2019 SLR Vulnerability Assessment does not include consideration of the combined effects of SLR on groundwater flooding. The groundwater model was a new addition to CoSMoS in 2020 and will need to be added as a new section in the report and a new set of hazard maps. Groundwater hazard data and guidance will also be obtained from the California Department of Water Resources "California's Groundwater Update 2020" publication. The impacts of SLR on groundwater and the associated risks are a newly developing scientific field of understanding. As sea levels rise, groundwater levels also rise. If the groundwater level rises above the ground, then flooding occurs and cannot be prevented using typical flood mitigation methods such as coastal dunes and seawalls; groundwater flooding is unique in that it can have negative impacts far inland from the shoreline. Even if surface flooding does not occur, a rise in groundwater levels can cause saltwater intrusion of the city's aquifers and freshwater resources, and can inundate and damage underground utilities.

Recent papers published in 2017 and 2020 have shown that the risks associated with rising groundwater levels are significantly greater than previously understood. Due to the substantial risks posed by rising groundwater levels, especially due to Oxnard's geographic location within a low-lying agricultural region, it's important that the City's SLR Vulnerability Assessment considers groundwater. The CCC's 2018 Sea Level Rise Policy Guidance includes sections on groundwater, and the CoSMoS model was updated in 2020 to include groundwater mapping, but the current draft of Oxnard's SLR Vulnerability Assessment only briefly mentions the risks related to saltwater intrusion.

Therefore, the following is a preliminary list of coastal hazards that will be analyzed and mapped in the updated report:

- King Tides
- Storm Wave Flooding
- Sea Level Rise
- Erosion
- Rising Groundwater
- Combined hazards

The time horizons of the City's current coastal hazard maps are years 2010, 2030, 2060, and 2100. Year 2010 is now past, and the most distant year (year 2100) only corresponds to a 75-year design life for structures being built now. The CCC SLR guidance requires a 100-year design life for critical infrastructure as well as some residential and commercial structures; therefore, the City's current draft LCP documents are unusable for certain design applications. The City's 2019 SLR Vulnerability Assessment itself states "the SLR scenarios may be a minor underestimate based on the current best available science," which is true. As an example, Table 1 of the SLR Vulnerability Assessment

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shows the year 2100 “high” risk SLR value to be 58.1 inches, but the CCC latest guidelines show the year 2100 “medium-high” value to be 79.2 inches. Dudek will update the coastal hazard analyses and maps to at least a 100-year time frame (year 2125). Exact dates to be used in the updated SLR Vulnerability Assessment will be determined through discussions between the Dudek team and City staff.

The Dudek team of coastal engineers, hydrogeologists, coastal planners, and others will collaborate to comprehensively review the latest official published science and policy guidance documents to determine the best data and analysis methods to update the City’s SLR Vulnerability Assessment. A preliminary memo will be submitted to the City to determine the key differences between coastal hazard analysis time horizons. The time horizons analysis will document the advantages and disadvantages of different time horizons, including a comparison to the time horizons used in the City’s 2019 SLR Vulnerability Assessment. A second preliminary memo will also be submitted to the City to present a list of coastal hazards to be mapped and analyzed. Any hazard that is a change to the 2019 draft SLR Vulnerability Assessment will be labeled as such and accompanied with a statement for why the change is being proposed. Both memos will be reviewed by City staff, and necessary meetings and discussions will be held to determine the best set of time horizons and coastal hazards to be used in the updated report. As with all deliverables, the documents will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Preliminary Coastal Hazards Scope Memo
- Preliminary Time Horizons Memo, including discussion of SLR scenarios
- Sea level rise modeling hazards maps

Task 2.2— Update SLR Vulnerability Assessment (SLR/VA)

Following determination of SLR scenarios and background data, and review with City staff, the Dudek team will develop the Final Sea Level Rise Vulnerability Assessment and Fiscal Impact Report. A comprehensive review of the draft report will be performed to update all sections and contents to the latest standards and to fully tie the report together as clearly as possible. The proposed updates will be reviewed by City staff, and necessary meetings and discussions will be held to determine which changes will be implemented.

In addition to updating the SLR and other coastal hazard contents of the SLR Vulnerability Assessment described in Task 2.1, Dudek has identified a number of important coastal topics that either were not mentioned in the 2019 SLR Vulnerability Assessment, or would improve the report by being covered in greater depth, including:

- Coastal Americans with Disabilities Act (ADA) accessibility
- Coastal scenic and visual resources
- Archaeological/cultural resources
- Wave runup
- Wave overtopping of structures
- Wave impact forces on structures
- Groundwater risks
- FEMA Risk Rating 2.0 pricing methodology

Each of the above topics is either explicitly considered within the laws of the California Coastal Act or is significantly linked to SLR vulnerability in some way. Without going deep into detail, one example is “scenic resources” which Section 30251 of the California Coastal Act seeks to protect, and another example is wave overtopping which increases in risk as sea levels rise but is not factored into any of the CoSMoS or Resilient California models and must be assessed independently.

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The above topics are not mandatory; the CCC published a January 2019 memorandum titled “Summary of the steps for conducting sea level rise vulnerability assessments” that outlines general steps for LCP completion but does not have a mandated list of topics. The CCC reviews each local coastal program on a unique case-by-case basis. The only mandate is that all aspects of the LCP documents comply with the provisions of the California Coastal Act. Certain numbered items above that are explicitly included in the CCC’s summary of steps memo, including archaeological and scenic resources, should be added to the SLR Vulnerability Assessment. Dudek will investigate which of these topics are suitable for a SLR assessment in Oxnard, and will collaborate with the City to decide which to include.

The SLR Vulnerability Assessment would also benefit from including Social Equity as a topic. Section 30013 of the California Coastal Act establishes Environmental Justice as a legal requirement within the California Coastal Zone for equal access regardless of race, color, religion, etc. The CCC also published its Environmental Justice Policy in 2019, in order to “integrate the principles of environmental justice, equality, and social equity into all aspects of the Commission’s program and operations, and to ensure public confidence in the Commission’s mission, process, and commitment to coastal equity.” In addition to equal access under the law, it’s important that coastal policies promote social equity. Like many other coastal cities, Oxnard’s population includes a combination of socio-economic demographics, from affluent beachfront property-owners to the 10% of the City’s population living below the poverty line according to 2022 Census data. Climate change and sea level rise have a well-documented spectrum of effects that vary by the location, income level, social connections, age, etc. of the affected parties. Two communities exposed to the same amount of flooding due to sea level rise could be impacted quite differently depending on the resources they have available. As such, social equity factors that influence sea level rise vulnerability will be comprehensively assessed to ensure that policies neither exacerbate existing inequalities nor create new ones, and also do not favor citizens that have more economic resources or political representation.

Similarly, all report contents related to the Federal Emergency Management Agency (FEMA) Flood Insurance will be updated to include consideration of the new FEMA Risk Rating 2.0 pricing methodology implemented on April 1, 2023. FEMA Risk Rating 2.0 has significantly impacted flood insurance rates in certain areas, and it would benefit City residents to receive guidance in understanding the new FEMA system in the context of local coastal hazards.

Statistics on vulnerable infrastructure and other pertinent data will be updated by studying and cross-checking all available data sources, including field observations, and public mapping tools. Dudek’s data collection and analysis methods will be a collaboration between a team of engineers, coastal planners, geographic information system (GIS) specialists, and others to consolidate various sources of statistical data.

A draft report will be submitted to City staff prior to development of the final report. This draft will be equivalent to a preliminary 100% report version. The City will be expected to provide one set of nonconflicting comments before development of the final report. Since all documents will be posted on the City’s website, the final version will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Draft *SLR Vulnerability Assessment and Fiscal Impact Report*, including hazards maps
- Final *SLR Vulnerability Assessment and Fiscal Impact Report*, including hazards maps

Task 2.3— Evaluate Sufficiency of Existing Fiscal Impact Report and Update As Needed

Lisa Wise Consulting (LWC) will lead the Dudek team’s economic analysis as part of the SLR Vulnerability Assessment and Fiscal Impact Report outlined in Task 2.2. Dudek will leverage its experience in coastal engineering and hydrogeology to convey to LWC the extent of damage that could be caused to various infrastructure as a result of each coastal hazard scenario. LWC will review the sufficiency of the 2019 Draft Fiscal Impact Report, including all

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assigned financial values and overall cost benefit analysis methods. For example, the 2019 draft SLR Vulnerability Assessment assigned a spending value of \$8.10 per person per day for beachgoers based on a BEACON study dated 2009, and this value almost certainly needs to be updated based on inflation and relevant studies, such as the City of Solana Beach LUP Update regarding public recreation impact fee.

Based on the LWC evaluation of the SLR Vulnerability Assessment and Fiscal Impact Report, LWC will prepare a preliminary memo that contains a recommended timeline and scope for additional updates for City staff's review and approval. The memo will be reviewed by City staff, and necessary meetings and discussions will be held to determine the changes to be made in the updated report. Based on the preliminary memo and concurrent with the Draft and Final SLR Vulnerability Assessment and Fiscal Impact Report process outlined in Task 2.2, LWC will revise the 2019 Draft Fiscal Impact Report. As with all deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- *Preliminary Scope of Changes Memo (Fiscal Impact Report)*

Task 3: Draft SLR Adaptation Strategy Report

Task 3.1-- Develop Conceptual/Feasibility SLR Adaptation Options for the City's Four Planning Areas

Dudek will update and build upon the City's SLR Adaptation Strategy Report dated May 2019 to complete a final SLR Adaptation Strategy Report, advance the updated LCP, and support implementation of actions that build coastal resilience.

Dudek proposes that the City's SLR Adaptation Strategy Report and SLR Vulnerability Assessment and Fiscal Impact Report are combined into a single SLR document. There is a significant amount of duplicate report information, including sections describing the four LCP Planning Areas and the SLR values used in the analysis. Additionally, the SLR Adaptation Strategy Report includes a major section titled "Economic Analysis" and the SLR Vulnerability Assessment and Fiscal Impact Report includes a major section titled "Economic and Fiscal Impact Analysis" that are very similar. Merging these two documents would reduce duplicate information, allow the public to more easily navigate the City's SLR analysis by having all the information in one place, and reduce costs to the City to complete this project by minimizing the volume of documents and submittals.

The updated SLR Adaptation Strategy Report will use the following categories of adaptation approaches:

- **Nature-Based Approaches.** Nature-based, soft strategies that restore or enhance a natural feature using components of the environment, such as beach nourishment/dune construction.
- **Hybrid Approaches.** Creative strategies that combine traditional hard engineering strategies that involve constructing or expanding a permanent concrete or steel structure, such as a seawall, with more soft strategies.
- **Other Protections and Accommodations.** Employing methods that modify existing assets or developing new standards to decrease hazard risks, such as using materials to increase the strength of development to handle additional wave impacts or building structures that can easily be removed during storms.

Within these approaches, Dudek will analyze various adaptation strategies because the most appropriate adaptation strategies are dependent on the local SLR risks, existing shoreline geometric shape and form, and the amount of development. To develop a full understanding of what solutions are available and what has or has not been effectively

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used in similar coastal areas, Dudek will communicate and collaborate with other agencies as well as non-governmental organizations and stakeholders engaged in SLR adaptation planning. In the preliminary phase, Dudek will strive to come up with a wide range of creative and effective solutions to provide the City with a framework within the LCP Amendment.

The SLR Adaptation Strategy Report will be updated to include the potential suite of adaptation strategies that may be appropriate in each of the four planning areas. Dudek will collaborate with City staff to best understand the intricacies and risks unique to each planning area to determine which solutions would be most effective. The suite of strategies will be presented as adaptation pathways, which are visual representations of potential adaptation options with an estimated timeline for planning and implementation. The adaptation pathways highlight the relationships between adaptation strategies, such as when one might become ineffective and what other strategies could then be implemented to provide continuous protection. Pathways will incorporate specific thresholds that act as triggers for implementation action, such as flooding frequency.

Pathways provide the City a way to identify strategies that are “low-hanging fruit” and can be implemented in the short-term while also planning for longer-term Capital Improvement Program projects that will take decades to finance and implement. This phased approach provides the City an opportunity to think about how adaptation strategies can complement each other, with long-term strategies building on short-term actions. A phased approach also provides the City with the flexibility to adjust to the latest science as it develops in the future, and to learn about what adaptation strategies work best.

Dudek is familiar with the strategies analyzed in the Draft Sea Level Rise Adaptation Strategy Report (2017) and will propose innovations within Areas 2 and 3 given that planning processes for Areas 1 and 4 are already underway through relocation of the McGrath State Beach facilities and eventual decommissioning of the McGrath Peaker Plant/Mandalay Beach Generating Station, and the Ormond Beach Coastal Restoration and Public Access Project, respectively. Within Area 2, Green Protect is the superior choice by a wide margin from a cost-benefit perspective (without including the ecological benefits of maintaining a sandy beach and dune ecosystem) and involves beach and dune management along Oxnard Shores (from 5th Street south). Within Area 3, adaptation is complex because of the multi-jurisdictional context. The beach in this area is under the jurisdiction of the County of Ventura, while policies that guide the development of Channel Islands Harbor are identified within the Channel Islands Harbor Public Works Plan. This area is most vulnerable to coastal storms so coordinating with the County of Ventura is an important first step. Additionally, coordinating with the Channel Islands Harbor is critical to obtain better cost-benefit estimates and develop subsequent implementation plans.

Dudek will research new ideas and concepts to provide the City with the most promising adaptation strategies. Successful adaptation will require a range of strategies that vary across both spatial and temporal scales. Thus, every approach will be some form of a hybrid, i.e., combination of strategies. Examples of new ideas and concepts for Areas 2 are described below:

- Area 2: Adaptation pathway for beach and dune management based on *VC Resilient Coastal Adaptation Project: Sea Level Rise Adaptation Strategies Report* (2019) case studies for Hollywood Beach and Silverstrand, as suggested in the 2019 report.
 - The Draft Sea Level Rise Adaptation Strategy Report (2017) did not include adaptation pathways, which are now considered a best practice (Lester et al. 2023). An adaptation pathway with thresholds that will trigger predetermined planning processes can provide a more acceptable, phased approach for beach and dune management (see example below). Potential triggers for implementation of the

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next adaptation strategy could occur when coastal storm flooding reaches the homes that lie behind the existing dunes and any seasonal berms are eroded, or after coastal storm flooding overtops or erodes dunes and damages the homes that lie behind to the extent that there are flood insurance claims.

- **Area 2: Sediment management.** Successful beach and dune management requires sediment. The Draft Sea Level Rise Adaptation Strategy Report (2017) determines that the amount of beach and dune nourishment required to protect the existing shoreline through 2100 would include 10 beach nourishments and 7 dune treatment events. However, the report does not specify a sediment source nor maintenance program to sustain the strategy. This is not uncommon. Lester et al. (2023) found that more than half of the coastal cities have recommended nourishment as a future adaptation strategy; however, while most jurisdictions (86%) have identified specific sites to target, much fewer have analyzed estimated project cost (38%), the volume of sand required (38%), or specific sand supply locations (43%). Dudek's project team has worked on the renowned Cardiff State Beach Living Shoreline Project and understands part of its success has been the fact that it has an annual sediment source from adjacent lagoon dredging to re-establish the sacrificial erosion zone along the dune toe. Dudek recognizes that sand bypass and dredging projects have been a regular part of sand replenish projects along the South Coast for the past several decades and intend to identify potential sources of beach quality sediment to implement this Green Protect strategy, including supporting BEACON in its effort to review the performance history of the historic South Central Coastal Beach Enhancement Program opportunistic sand program and create a new version with a modified scope as appropriate to support smaller scale projects and increase its utilization within the region.

Within each planning area, Dudek will also work with LWC to provide a discussion of the costs and benefits of the pathway strategies to help inform priorities. Dudek and LWC will use qualitative criteria to evaluate the strategies, such as effectiveness, environment, economy, equity, feasibility, and robustness. For example, since SLR adaptation is an evolving field, an evaluation of feasibility will document which solutions are established and have been used effectively over the years and which are potential new innovative solutions to consider. For example, instead of a traditional concrete seawall, "ECONcrete" could be used to support biotic growth and marine life. The chemical composition of the admixture promotes growth of organisms like oysters, corals, barnacles, etc. that not only support marine life, but also strengthen concrete structures through bioprotection. ECONcrete is a relatively new innovation, with the Port of San Diego implementing an ECONcrete pilot program in 2019. So far ECONcrete has been used on 40 projects in 13 different countries and could provide the City of Oxnard with the opportunity to be on the leading edge of an innovation that promises to decrease the ecological footprint of coastal construction projects.

Another innovative adaptation is the use of olivine as a beach nourishment material with natural carbon-capture properties. Olivine is an abundant mineral that undergoes a natural chemical reaction when weathered and dissolved in ocean water. The chemical reaction directly uptakes carbon dioxide and generates alkalinity which counteracts the ocean acidification effect of carbon dioxide. This technology is also currently in the pilot program phase and could potentially offer a solution to the issues of climate change, carbon dioxide pollution, and shortages of beach nourishment sediment materials.

Other innovative adaptation solutions in addition to construction materials include biofiltration and bioretention technology to address increased flooding from sea level rise, new buoy technologies to accurately collect key ocean data to assist in sea level rise planning, new survey technologies to track beach erosion and highlight problem areas, and many more.

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If the City approves merging the two SLR documents, then the SLR Adaptation Strategy Report will be integrated with the SLR Vulnerability Assessment and Fiscal Impact Report. If the City decides to keep the two SLR documents separate, then the SLR Adaptation Strategy Report will be a standalone deliverable. In either case, as in Task 2.2, the draft report will be submitted to City staff prior to development of the final report. This draft will be equivalent to a preliminary 100% report version. The City will be expected to provide one set of nonconflicting comments before development of the final report. Since all documents will be posted on the City's website, the final version will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Summary of Stakeholder Feedback from other City agencies and non-City entities
- Draft *SLR Adaptation Strategy Report*, including cost benefit analysis
- Final *SLR Adaptation Strategy Report*, including cost benefit analysis

Tasks 3.2— Public Engagement on Outcomes from Tasks 2 and 3

Because acceptance by key stakeholders and the public is, ultimately, what sees plans through the approval process, Kearns & West proposes a holistic approach to complement Tasks 2, 3, 4, and 5. Kearns & West recognize that stakeholders bring important ideas and perspectives at every step in the process and will therefore lead community engagement in two rounds that align with various stages in the LCP Amendment process:

- Round 1: Team shares foundational information, specifically, findings from the updated SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report and LCP Amendment process, including how community input will be used
- Round 2: Team shares draft policies and ordinances and solicits feedback that will be used to fine-tune the recommendations.

For tasks 2 and 3, there will be two (2) community meetings (one each for Tasks 2.2 and 3.2). Kearns & West will prepare two fact sheets – one for each of the two rounds of engagement – that provide project information in an interesting, relatable, and understandable format. A one-page document is planned so that it can be printed with a Spanish version on one side and English on the other. As with all deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format so that the content can also be used for the City's website. A Mixtec version can be developed as well.

In Kearns & West's experience conducting engagement for planning projects focused on climate change and SLR adaptation, having both larger meeting formats and small group discussions has proven highly effective and can be conducted in multiple languages. For this reason, for each round, there will be two community meetings for broader public participation (for a total of four meetings, in-person and/or virtual) and four focused discussion groups organized by planning area/common interests, such as underrepresented/environmental justice communities or visitor-serving businesses) or key issues (for a total of eight meetings, in-person and/or virtual). For community meetings, Dudek's initial recommendation is to hold one in the vicinity of the coastal neighborhoods and one in South Oxnard during each round. Kearns & West will develop interactive activities that will yield input that can be meaningfully used by the project team. For the South Oxnard community meetings in particular, attention will be given to making the meetings "multi-language" where translation and interpretation is seamless, so that everyone feels at home when they walk into the meeting space. For focused discussion groups, the goal is for more in-depth conversations with community leaders who can represent the needs and priorities of community members, with an emphasis on social equity considerations.

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For all meetings, Kearns & West will do the following:

- Prepare a logistics plan to track all the details involved in successful community meetings, such as date and location information, specific objectives for the meetings, a timeline for notifications and other announcements, annotated agenda, description of engagement and input activities, translation and interpretation strategies, materials list and preparation timelines, and project team roles.
- Coordinate and prepare with interpreter(s).
- Conduct a dry run with the project team, including tips for productive interactions with the public.
- Provide a senior facilitator and two community engagement specialists for the meeting (at least one who speaks Spanish and Mixtec languages and can facilitate in Spanish and Mixtec languages).
- Prepare a meeting summary documenting when, why, who, and what, including descriptions of the comment and engagement opportunities, documentation of all input, and themes synthesized from the input.

This approach assumes that City facilities will be used for community meetings, and that the City will be responsible for meeting notifications and announcements and any paid media.

In this task, Kearns & West will facilitate the community meetings of Round 1 to introduce the project, present key findings of the SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report, and facilitate understanding of adaptation options for the four planning areas to be explored further in Task 4.2.

Deliverables:

- Engagement Approach Fact Sheets (for Rounds 1 and 2)
- Community Meetings No. 1 and 2 (including all preparation and materials)
- Community Meetings No. 1 and 2 Summary

Tasks 3.3— Coordination with CCC and City Staff

The Dudek team believes that coordination and engagement with CCC staff throughout the update process is key to ensuring that the LCP Amendment ultimately presented for CCC consideration represents an effort that, to the greatest extent possible, balances the needs of the residents and visitors of the City with CCA goals. Dudek coastal planners regularly coordinate with CCC staff in all District offices, including the South Central Coast District Office. Policy disputes and differences in interpretation can arise between CCC staff and applicants, particularly local governments, and Dudek has successfully navigated such obstacles in past projects, reaching effective compromises that achieve local goals while honoring CCC authority.

Dudek will provide materials to CCC staff in advance of the meeting and lead the in-person meeting to discuss the SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report as well as outreach efforts. Through CCC coordination, the Dudek team will receive input to verify that CCC staff is comfortable with the documents' methods, detail, and conclusions to support the direction of the LCP Amendment process. Including the CCC early in this process will give the City the opportunity to provide feedback on more controversial and complicated SLR planning policy topics, such as shoreline protection structures. Based on one round of CCC comments, the Dudek team will revise the SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report. As with all deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

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As the project timeline may be affected by coordination with CCC staff, Dudek also suggests setting up a protocol with CCC staff to streamline draft document/policy transmittals and to receive CCC comments and feedback. It may be helpful to share the project timeline with CCC staff and set up pre-scheduled CCC review periods/meetings to obtain comments on critical deliverables and keep the project on schedule and budget. Dudek is familiar with the CCC staff review process and will ensure that CCC staff have at least one month to review draft documents.

Ongoing coordination with CCC staff is critical to managing the project schedule because local hearings and approvals can be delayed if feedback on proposed policy language prior to local hearings is not provided in a timely manner by CCC staff. Dudek has found that keeping track of revisions and policy suggestions using a “key issues list” will assist with focusing on important areas of discussion throughout the process.

In addition, the Dudek team will prepare a staff report and PowerPoint presentation and attend one relevant City Committee meeting to discuss findings of the SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report as well as CCC coordination.

Deliverables:

- One (1) CCC Meeting regarding the updated SLR Vulnerability Assessment, Fiscal Impact Report, and Adaptation Strategy Report as well as public engagement
- Revised *Final SLR Vulnerability Assessment*, Fiscal Impact Report, and Adaptation Strategy Report
- City Committee Meeting

Task 4: Draft Coastal Land Use Plan (LUP) Update

Task 4.1— Prepare Updated Draft LUP Policy Document

Building off the preliminary policy updates drafted in 2019 and outcomes of Tasks 2 and 3 of this project, the Dudek team will work with City staff to identify the portions of the existing LUP that require modification to improve the City’s resilience to SLR and prepare an Administrative Draft LUP Amendment. Example policy updates include monitoring program details; development and permit standards, such as hazard overlay zones, site-specific technical analyses, shoreline protection device requirements, flood hazard avoidance and mitigation measures, and redevelopment criteria; and SLR adaptation strategies to address vulnerable coastal resources, such as public coastal access and recreation areas, beaches and environmentally sensitive habitat areas, as well as critical public infrastructure, such as energy and wastewater facilities, and transportation and stormwater infrastructure. These policy updates will consider the specific needs of each planning area.

Dudek will also coordinate with Kearns & West to continue the Round 1 public engagement effort through the second community meeting. This meeting will give a basic overview of what LCPs are, why the update is needed, and how the update process works, including how community feedback will be obtained throughout the project.

The Administrative Draft LUP Amendment will undergo two rounds of City review (internal and interdepartmental). Following each round of review, the City will be expected to provide one set of nonconflicting comments. Based on the City’s comments on the second Administrative Draft, Dudek will finalize the Administrative Draft LUP Amendment for CCC review (Task 4.2). As with all deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

Finally, as policy updates to the LUP are being developed, Dudek will also compile a list of relevant components of the LUP that will need to be updated as part of Task 5.

Deliverables:

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- Community Meeting No. 3 (including all preparation and materials)
- Community Meeting No. 3 Summary
- Administrative Draft LUP Amendment

Task 4.2-- Review of Updated Draft LUP Policy Document

As described in Task 3.3, Dudek will solicit CCC comments and feedback on mutually agreed deliverables. CCC review of the Administrative Draft LUP Amendment will provide recommendations on how to approach the most complicated coastal resource policy decisions facing the City. It is considered best practice to obtain CCC review at this stage of the update process because waiting longer can result in more substantive changes to address key issues, causing project delays. As needed, Dudek will attend one meeting with the City and CCC staff to discuss CCC staff comments on the Administrative Draft LUP Amendment.

The Dudek team will compile CCC comments received on the Administrative Draft LUP Amendment and develop a summary of comments and responses for consideration. These comments will also become a required component of the record for the LUP Amendment materials for submittal to CCC. Dudek will work closely with the City to address and incorporate CCC feedback into the document. This task assumes two rounds of City review (internal and interdepartmental) to appropriately revise and clarify policy language. The City will be expected to provide one set of nonconflicting comments following each round of review.

In addition, Kearns & West will facilitate two focused discussion groups concluding Round 1 outreach to further explore the adaptation options for the four planning areas. There will be a meeting for each planning area so attendees can review how these options are captured in the draft LUP policy, ask questions, and provide input to the project team.

Through project check-ins with City staff outlined in Task 1.2, all changes to the Administrative Draft LUP Amendment based on CCC, City, and public comments will be integrated into the Public Review Draft LUP Amendment. Following incorporation of all comments, Dudek's technical editing and publications staff will format the Public Review Draft LUP Amendment. As with all previous deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Community Meeting No. 4 (including all preparation and materials)
- Community Meeting No. 4 Summary
- One (1) Focused Discussion Group (including all preparation and materials)
- Focused Discussion Group Meeting Summary
- One (1) CCC Meeting
- Public Review Draft LUP Amendment

Task 4.3-- Prepare Comprehensive LUP Document

While CCC review of the Administrative Draft LUP Amendment provided preliminary guidance, CCC review of the Public Review Draft LUP Amendment is critical to provide more detailed feedback in advance of Planning Commission and City Council hearings and thereby ensure a streamlined review and resolution of issues upon submittal to the CCC for required approval and certification. As needed, Dudek will attend one meeting with the City and CCC staff to discuss CCC staff comments on the Public Review Draft LUP Amendment.

Similar to Task 4.2, the Dudek team will compile CCC comments received on the Public Review Draft LUP Amendment and develop a summary of comments and responses for consideration. Again, these comments will also

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become a required component of the record for the LCP Amendment materials for submittal to CCC. Dudek will work closely with the City to address and incorporate CCC feedback into the document. This task assumes two rounds of City review (internal and interdepartmental) to appropriately revise and clarify policy language. The City will be expected to provide one set of nonconflicting comments following each round of review. All changes to the Public Review Draft LUP Amendment will be integrated into the Final LUP Amendment.

The Dudek team will prepare staff reports, resolutions, and presentations, including one round of City review, for one Planning Commission public hearing and one City Council public hearing to approve the Final LUP Amendment. One member from the Dudek team will attend these meetings in person to present the Final LUP Amendment and answer any questions.

To initiate Round 2 of the public engagement effort, Kearns & West will facilitate the first community presenting the Final LUP Amendment. The meeting will provide attendees a comprehensive look at the City's policy document to address SLR, provide an opportunity to ask questions, and prepare for the transition to development standards needed to implement the updated LUP in the LIP.

Including any final text edits, Dudek will assist the City in preparing the formal LUP Amendment submittal package for CCC. The formal submittal package will be prepared in accordance with the requirements of the CCA and Article 7 of Title 14 of the California Code of Regulations, including the proposed text and map changes to the LCP and supporting technical studies and necessary administrative processing requirements (City resolutions and staff reports). Dudek's experience is that SLR LCP Amendments in particular can experience time delays associated with receiving and resolving CCC comments. Dudek's positive working relationships with CCC staff and in-depth understanding of CCC concerns will help to overcome this obstacle and facilitate continued progress operationalizing the City's resilience goals in this LCP Amendment. As with all deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Final LUP Amendment (digital version and five (5) hard copies)
- Planning Commission hearing staff report, resolution, and presentation
- City Council hearing staff report, resolution, and presentation
- Community Meeting No. 5 (including all preparation and materials)
- Community Meeting No. 5 Summary
- One (1) Focused Discussion Group (including all preparation and materials)
- Focused Discussion Group Meeting Summary
- One (1) CCC Meeting
- LUP Amendment application package for CCC submittal

Task 4.4— Prepare Necessary Environmental Document for Update Draft LUP

The California Environmental Quality Act (CEQA) does not apply to the preparation and approval of LCPs by local agencies, Statutory Exemption per CEQA Guidelines §15265 [CEQA section 21803 PRC and §21080.9 PRC]. Furthermore, while the burden for CEQA is shifted to CCC, the CCC staff report process is seen as a 'functional equivalent' to CEQA, and as such, CCC does not conduct formal CEQA documentation. As the LUP, and the LIP, are constituent parts of the LCP, no separate CEQA documentation is required. The necessary environmental documentation is captured in the evaluation of consistency of the LCP (LUP and LIP) by CCC.

That being said, at the request of the City, Dudek will prepare a CEQA Notice of Exemption. This scope assumes that the City will be responsible for filing, noticing, and/or associated fees therein.

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Deliverables:

- CEQA Notice of Exemption

Task 5: Local Coastal Implementation Plan (LIP) Amendment (Coastal Zoning Ordinance)

Task 5.1— Review and Prepare Update to the LIP

LWC will work with Dudek and City staff to identify components of the Coastal Zoning Ordinance, Chapter 17 of Oxnard Municipal Code that warrant updates and modifications to implement the final LUP and prepare an Administrative Draft LIP Amendment. The Administrative Draft LIP Amendment will include particular attention to state regulations, City Council policy approaches, and legal requirements addressing Housing Element compliance, mandates, and regulations addressing rebuilding, building height, and CCC provisions integrating LCP provisions relative to updating the Coastal Zoning Ordinance. Example ordinance updates include expansion of flood hazard areas to include areas of potential future flooding with SLR and standards consistent with the SLR Vulnerability Assessment, such as application requirements and design considerations that address current and future flood risk with SLR, such as limitations on basements.

The Administrative Draft LIP Amendment will undergo two rounds of City review (internal and interdepartmental). Following each round of review, the City will be expected to provide one set of nonconflicting comments. Based on the City's comments on the second Administrative Draft, Dudek will finalize the Administrative Draft LIP Amendment for CCC review (Task 5.2).

Deliverable:

- Administrative Draft LIP Amendment

Task 5.2— Public Engagement Pertaining to LIP

Similar to Task 4.2, Dudek will solicit CCC comments and feedback on the Administrative Draft LIP Amendment. The Dudek team will compile all comments received from CCC on the Administrative Draft LIP Amendment and develop a summary of comments and responses for consideration. These comments will also become a required component of the record for the LCP Amendment materials for submittal to CCC. Dudek will work closely with the City to address and incorporate CCC feedback into the document. This task assumes two rounds of City review (internal and interdepartmental) to appropriately revise and clarify code language. The City will be expected to provide one set of nonconflicting comments following each round of review.

In addition, LWC will prepare an executive summary outlining changes by Coastal zoning district and assist Kearns & West in facilitating four focused discussion groups to further explore key issues. The meetings will be organized by key issues so attendees can better understand the implications, ask questions, and provide input to the project team.

Through project check-ins with City staff outlined in Task 1.2, all changes to the Administrative Draft LIP Amendment based on CCC, City, and public comments will be integrated into the Public Review Draft LIP Amendment. Following incorporation of all comments, Dudek's technical editing and publications staff will format the Public Review Draft LIP Amendment. As with all previous deliverables, the document will be provided to the City in an electronic, searchable, and web-optimized format.

Deliverables:

- Executive summary of changes in Coastal zoning district and supporting community engagement materials
- Community Meeting No. 6 (including all preparation and materials)

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- Community Meeting No. 6 Summary
- One (1) CCC Meeting
- Public Review Draft LIP Amendment

Task 5.3— Approval of Final LIP

Similar to Task 4.3, CCC review of the Public Review Draft LIP Amendment is critical to provide more detailed feedback in advance of Planning Commission and City Council hearings. As needed, Dudek will attend one meeting with the City and CCC staff to discuss CCC staff comments on the Public Review Draft LIP Amendment.

Similar to Task 5.2, the Dudek team will compile CCC comments received on the Public Review Draft LUP and develop a summary of comments and responses for consideration. Again, these comments will also become a required component of the record for the LCP Amendment materials for submittal to CCC. Dudek will work closely with the City to address and incorporate CCC feedback into the document. This task assumes two rounds of City review (internal and interdepartmental) to appropriately revise and clarify code language. The City will be expected to provide one set of nonconflicting comments following each round of review. All changes to the Public Review Draft LIP Amendment will be integrated into the Final LIP Amendment.

The Dudek team will prepare staff reports, resolutions, and presentations, including one round of City review, for one Planning Commission public hearing and one City Council public hearing to approve the Final LIP Amendment. One member from the Dudek team will attend these meetings in person to present the Final LIP Amendment and answer any questions.

To conclude Round 2 of the public engagement effort, Kearns & West will facilitate the second community presenting the Final LIP Amendment. The meeting will provide attendees a comprehensive look at the various new and updated development standards that would apply in the City and provide an opportunity to ask questions.

As in Task 4.3, the project team will assist the City in preparing the formal LIP Amendment submittal package for CCC, including any final text edits, in accordance with the requirements of the CCA and Article 7 of Title 14 of the California Code of Regulations.

Deliverables:

- Final LIP Amendment (digital version and five (5) hard copies)
- Planning Commission hearing staff report, resolution, and presentation
- City Council hearing staff report, resolution, and presentation
- One (1) CCC Meeting
- LIP Amendment application package for CCC submittal

Task 5.4— As needed, and dependent upon the approach implemented in Task 4.4, Prepare Necessary Environmental Document

As described under Task 4.4, based on the tasks identified in the RFP no separate environmental document for Task 5.4 would be necessary (see Task 4.4).

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EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and DUDEK)**

SCHEDULE OF COMPENSATION

[Schedule on next page]

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City of Oxnard

Comprehensive Local Coastal Program Amendment Cost Estimate

Dudek Labor Hours and Rates														Subconsultant Fees									
Project Team Role: Specialist II Specialist IV Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I														Project Team Role: Specialist II Specialist IV Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I Specialist I									
Team Member: Carolyn Groves Sarah Richmond Henry Eckold Matthew Valero Asha Blair Patrick Miskel Eric Schmiewind Raul Ranea Amy Lyn Williams Jill Wenberger Publications Specialist I Analyst II														Team Member: Carolyn Groves Sarah Richmond Henry Eckold Matthew Valero Asha Blair Patrick Miskel Eric Schmiewind Raul Ranea Amy Lyn Williams Jill Wenberger Publications Specialist I Analyst II									
Billable Rate: \$160.00 \$185.00 \$150.00 \$280.00 \$280.00 \$280.00 \$280.00 \$195.00 \$170.00 \$230.00 \$310.00 \$100.00 \$110.00														Billable Rate: \$160.00 \$185.00 \$150.00 \$280.00 \$280.00 \$280.00 \$280.00 \$195.00 \$170.00 \$230.00 \$310.00 \$100.00 \$110.00									
Task 1 Project Timeline, Management, and Public Engagement														Task 1 Project Timeline, Management, and Public Engagement									
1.1 Project Timeline	16	8		4			4							32	\$6,280								\$6,280
1.2 Project Management	240	96		24			48							432	\$83,040								\$10,064
1.3 Public Engagement	48	16					8							72	\$12,880								\$4,681
Subtotal Task 1	304	120		28			60							536	\$102,200								\$160,025
Task 2 SLR VA														Task 2 SLR VA									
2.1 SLR Scenarios and Data	10	10					40							112	\$24,830								\$24,830
2.2 Update SLR VA	20	20					80							248	\$52,900								\$52,900
2.3 Evaluate FIR	10	10					20							44	\$9,150								\$74,033
Subtotal Task 2	40	40					140							404	\$86,880								\$151,763
Task 3 SLR Adaptation Strategy Report														Task 3 SLR Adaptation Strategy Report									
3.1 Develop Conceptual Adaptation Options	40	20					80							206	\$44,260								\$92,824
3.2 Public Engagement for Tasks 2 and 3	60	20					10							90	\$16,100								\$33,350
3.3 City/CCC Coordination	40	10					10							60	\$10,350								\$30,741
Subtotal Task 3	140	50					100							356	\$71,310								\$156,915
Task 4 LUP Amendment														Task 4 LUP Amendment									
4.1 Prepare Updated Draft LUP	100	60					10							254	\$42,980								\$60,230
4.2 Review Updated Draft LUP	60	20					8							152	\$25,260								\$51,135
4.3 Prepare Final LUP	40	20					8							112	\$19,080								\$44,935
4.4 Prepare Environmental Document				2										8	\$1,220								\$1,220
Subtotal Task 4	200	100		2			26							526	\$88,520								\$157,520
Task 5 IP Amendment														Task 5 IP Amendment									
5.1 Prepare Updated Draft LUP	40	10					16							78	\$14,430								\$98,012
5.2 Public Engagement	16						8							24	\$4,640								\$21,880
5.3 Approve Final LUP	20	12					8							52	\$9,540								\$55,580
5.4 Prepare Environmental Document																							
Subtotal Task 5	76	22					32							154	\$28,610								\$175,482
Total Hours	760	332		30			358							1976									
Total	\$121,600	\$64,740		\$8,400			\$12,320							\$377,520									
Percent of Hours (Base)	36%	17%		2%			18%							7%									
Percent of Hours (Base)														Percent of Hours (Base)									
Total														Total									
10% CONTINGENCY														10% CONTINGENCY									
TOTAL CONTRACT BUDGET														TOTAL CONTRACT BUDGET									
\$80,170														\$80,170									
\$881,875														\$881,875									

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Compensation Terms

Table 1 outlines hourly billing rates for staff to be used on this project as well as all potential reimbursable costs. Hourly rates include all potential reimbursable costs and are guaranteed for a three-year period.

Table 1. Hourly Billing Rates

Project Team Roles/Titles	Hourly Rate
Project Manager – Specialist II	\$160
Senior Coastal Planner – Specialist V	\$195
Principal In Charge – Project Director/Environmental	\$280
Planning, LEED AP BD+C – Project Director/Environmental	\$280
Planning – Specialist I	\$150
Engineering – Senior Engineer III	\$260
Engineering – Specialist V	\$195
Engineering – Sr. Hydrogeologist I/Engineer I	\$230
Groundwater – Principal Hydrogeologist/Engineer II	\$310
Graphics – Creative Services IV	\$170
Publications Specialist I	\$100
Analyst II	\$110
Outreach - Principal (Kearns & West)	\$330
Outreach – Director & Facilitator (Kearns & West)	\$215
Zoning & Economics-President (Lisa Wise Consulting)	\$295
Zoning & Economics –Director (Lisa Wise Consulting)	\$250
Zoning & Economics–Senior Associate (Lisa Wise Consulting)	\$195
Zoning & Economics- Lead Associate (Lisa Wise Consulting)	\$175
Coastal Strategist (Collaborative Land Use Solutions)	\$200

Agreement No. 32400306

EXHIBIT C

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and DUDEK)**

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 on next page]

Agreement No. 32400306

Exhibit INS-A

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

Agreement No. 32400306

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

Agreement No. 32400306

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 SPACECOMPANY
LETTER B**COVERAGES**

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

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

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

CERTIFICATE HOLDERCITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 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

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EXHIBIT D

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and DUDEK)

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.

Agreement No. 32400306

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023**

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

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

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

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

Agreement No. 32400306

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and DUDEK)

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

Agreement No. 32400306

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.

Agreement No. 32400306

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 COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. I.1

DATE: February 20, 2024

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Citywide Wayfinding Program Approval. (15 Minutes)

RECOMMENDATION

That City Council:

1. Approve the Citywide Wayfinding Program and authorize a prioritized implementation plan;
2. Approve an agreement 32400391 with Found Design, LLC for an amount not to exceed \$65,000 for design development, engineering and construction administration for the Wayfinding Program; and
3. Approve an agreement 32400388 with Ardurra Group, Inc. for an amount not to exceed \$119,000 for Project/Construction Management services for the Wayfinding Program.

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on January 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Live presentation by Oxnard Convention and Visitors Bureau President & CEO, Julie Buffo, and Found Design, LLC (MERJE) Design Consultant, John Bosio.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/DiJhkRe6-E0>

BACKGROUND

The current wayfinding system in Oxnard was implemented in the early 2000s and has not been properly maintained or updated to reflect current destinations. A community wayfinding program is an informational system of signs, colors, and other design elements that help people navigate space; it introduces secondary tourism attractions and helps orient visitors when traveling to a new physical environment.

In spring 2022, the City Council approved American Rescue Plan Act (ARPA) funds for the Oxnard Convention & Visitors Bureau ("Visit Oxnard") to modernize and update the citywide wayfinding program in coordination with the City. This initiative was intended to provide aid to Oxnard's hospitality industries and business impacted by COVID-19's closures by investing in an upgraded wayfinding information system.

Visit Oxnard hired Found Design, LLC dba MERJE Design ("MERJE"), a firm specializing in citywide wayfinding programs, to design and develop this program. MERJE is also the design consultant for the Mayor's Gateway Project as part of the Council Five-Year Priorities.

This Program includes two components: (1) An updated, refreshed design for signage and (2) A destination list and prioritization plan. To ensure both components best represent the Oxnard community, Visit Oxnard created a steering committee and a stakeholder group, both comprised of eleven (11) members each, listed in Attachment #1. The steering

committee met a number of times between November 2022 and October 2023 to discuss the overall project scope, provide design direction, guide the destination list development, and review the draft program.

In February 2023 Visit Oxnard also held stakeholder meetings. Using input from the stakeholder groups, steering committee members, and City of Oxnard, MERJE and Visit Oxnard developed a complete Citywide Wayfinding Program.

DISCUSSION

The Citywide Wayfinding Program is designed to assist the public in navigating Oxnard's routes. To do this, an information hierarchy was developed which directs the public from Oxnard's gateways, or entry points, to zones, destinations within these zones, parking locations, and pedestrian centers.

The program utilizes sixteen (16) sign types or styles (Attachment #2), including:

1. Three (3) vehicular directional high speed (25 MPH & higher);
2. Three (3) vehicular directional low speed (25 MPH & lower);
3. One (1) secondary gateway;
4. Two (2) pedestrian directional;
5. One (1) information kiosk;
6. One (1) information totem;
7. One (1) parking garage identification;
8. Two (2) parking lot identification; and
9. Two (2) parking trailblazer.

Using industry-standard criteria for inclusion (Attachment #3), a destination list was developed that aligns with categories consistent in other wayfinding programs across the country, including arts/culture attractions, parks & recreation, government facilities, higher education, transportation, and additional tourism generators. The destination list, which includes 48 destinations citywide, is included as Attachment #4.

A map with recommended signage locations and types has been developed (Attachment #5). This identifies the recommended location for vehicular, pedestrian, kiosk, parking, and secondary gateway signs; the program recommends a total of 193 signs.

The overall project was awarded \$1,000,000 in ARPA funds, inclusive of design and program development, installation, removal of old signage, and other associated costs. To stay within the program budget, a prioritized implementation approach is proposed:

1. Vehicular directional signage throughout the City; then
2. Pedestrian directional signage in walkable areas, such as Downtown Oxnard and the Channel Islands Harbor; and
3. Directional parking signage.

Removal of old "like" wayfinding signs (i.e. vehicular signs or pedestrian signs) will be included in the budget development at each prioritization stage.

Should Council approve the overall program, a field survey will be conducted to review each sign location to ensure they are suitable for signage. After the field survey, and following the prioritization outlined above, an implementation plan will be developed. The implementation plan may be further revised after true costs are identified in the bid process.

The City will act as the project lead for the implementation stage, taking over this responsibility from Visit Oxnard. Visit Oxnard will remain a key partner for the program, acting as the community lead. The implementation stage will include design development and plan check, bid award, and construction/implementation of the signage. To commence with implementation of the prioritized program, staff requests Council approval for the following consultant contracts:

1. Approve an agreement with Found Design, LLC for a not-to-exceed amount of \$65,000.

- Found Design, LLC (MERJE) will complete design development, structural engineering, bid assistance and construction administration required to implement the program.
- 2. Approve an agreement with Ardurra Group, Inc. for project/construction management services for a not-to-exceed amount of \$119,000.
 - The consultant will assist with technical needs of the project, including plan approvals, bid process, obtaining permits from the City and other required agencies, and overseeing the construction process.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of 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.

FINANCIAL IMPACT

City Council approved a total of \$1,000,000 from American Rescue Plan Act (ARPA) funding for the design and implementation of the Citywide Wayfinding Program. As of January 2024, there is approximately \$925,000 remaining. The proposed Program has an estimated cost of approximately \$2,600,000. This includes the installation of 193 signs citywide, design consulting fees, project/construction management consulting fees, removal of existing signs citywide, and permitting costs.

After the field survey is complete, staff will work with the consulting team to develop a prioritized implementation plan that fits within the remaining program budget. Part of the remaining budget will be allocated to removing outdated wayfinding signs of the same type; for example, as new vehicular signs are installed, all old vehicular signs will be removed.

Funding has not been identified for future stages of this project. Any future budget requests will be presented to Council for consideration if and when funding sources are identified.

For Finance Use Only: American Rescue Plan Act Fund (Org. 2041401 Obj. 53200) Project G2214

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on January 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Steering Committee and Stakeholder Groups
2. Wayfinding Design, Types and Styles
3. Wayfinding_Criteria for Inclusion_2023
4. Sign Location Map
5. Destination List
6. Citywide Wayfinding Program Approval Presentation
7. Agreement No. 32400391
8. Agreement No. 32400388
9. Presentation by Found Design, LLC

Attachment #1
Wayfinding Program: Steering Committee and Stakeholder Group Participants

Steering Committee:

Eleven (11) community stakeholders composed the wayfinding program steering committee, including:

1. MERJE design team
2. Visit Oxnard staff
3. City of Oxnard staff - City Manager's Office and Public Works Department
4. Channel Islands Harbor representative
5. Citizens for a Better Oxnard representative
6. Downtown Oxnard representative
7. Marine Emporium Landing representative
8. Marriott representative
9. The Collection at Riverpark representative
10. West Ventura County Business Alliance representative
11. Zachari Dunes on Mandalay Beach by Hilton representative

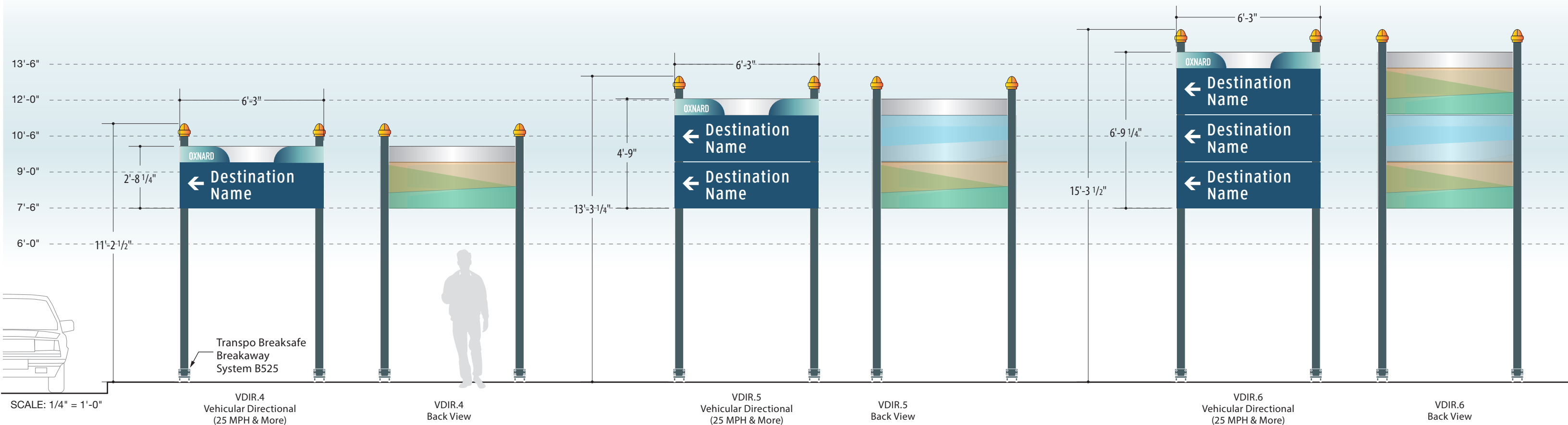
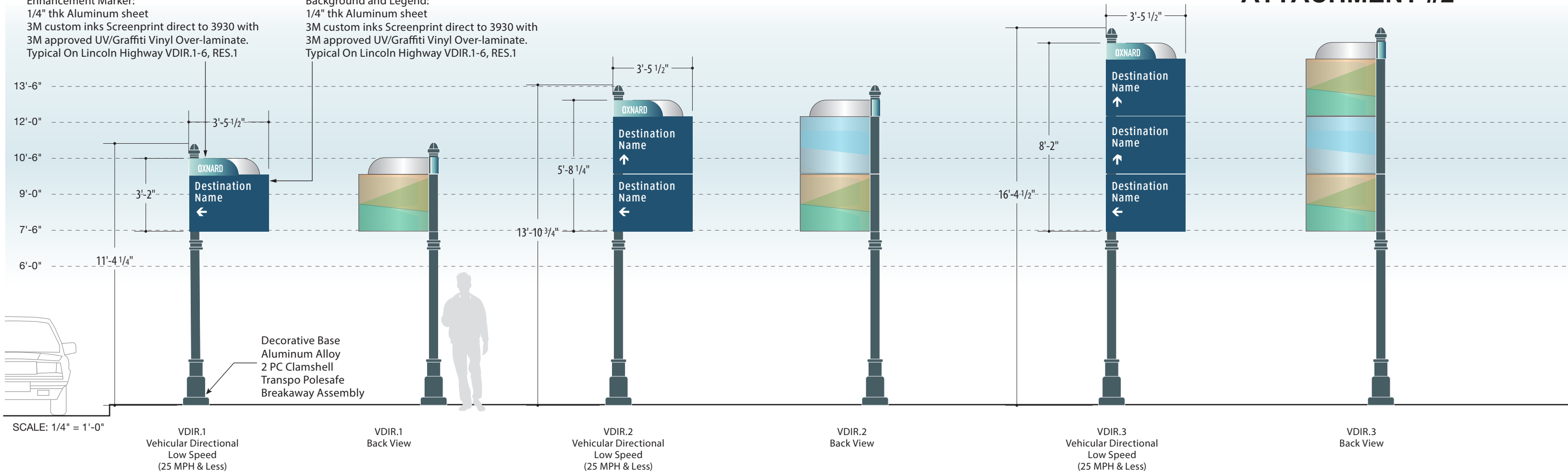
Stakeholder Groups:

Eleven (11) interest groups in the City composed the wayfinding program stakeholder groups to provide additional insight, including:

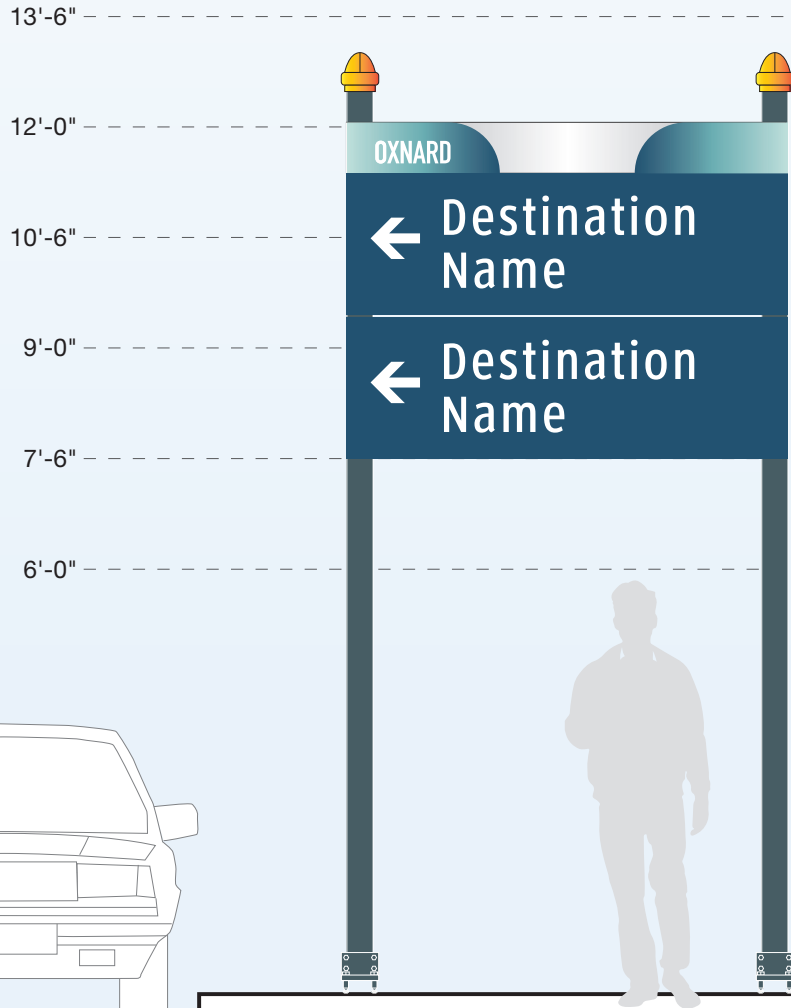
1. California State Parks
2. CalTrans
3. Channel Islands National Park
4. Chumash Bear Clan
5. City of Oxnard Cultural and Community Services Department
6. County of Ventura
7. Mullin Automotive Museum
8. Port of Hueneme
9. Residence Inn
10. River Ridge Golf Club
11. St. John's Regional Medical Center

Enhancement Marker:
1/4" thk Aluminum sheet
3M custom inks Screenprint direct to 3930 with
3M approved UV/Graffiti Vinyl Over-laminate.
Typical On Lincoln Highway VDIR.1-6, RES.1

Background and Legend:
1/4" thk Aluminum sheet
3M custom inks Screenprint direct to 3930 with
3M approved UV/Graffiti Vinyl Over-laminate.
Typical On Lincoln Highway VDIR.1-6, RES.1

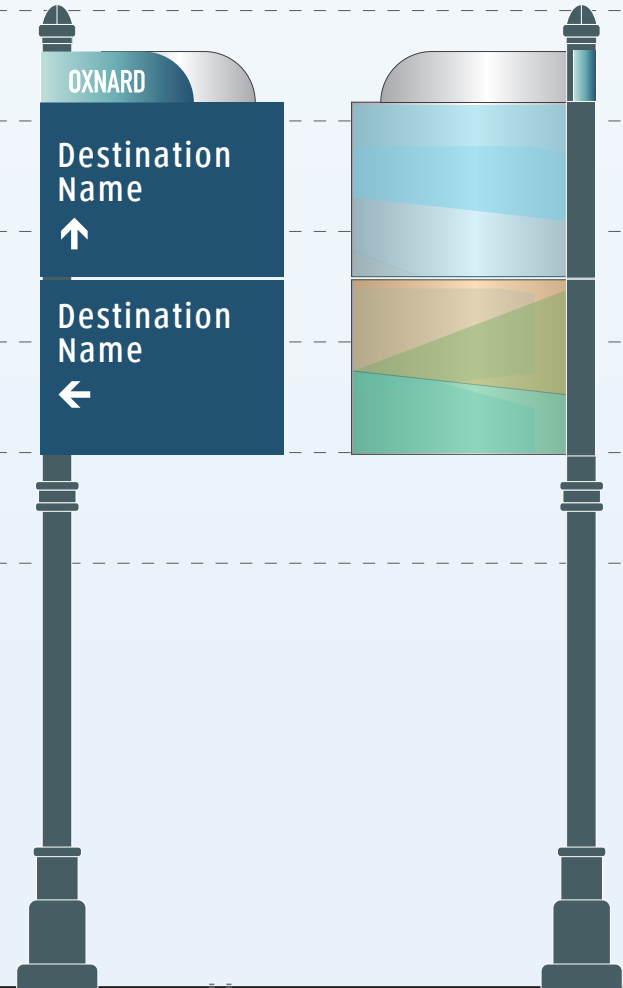


Citywide



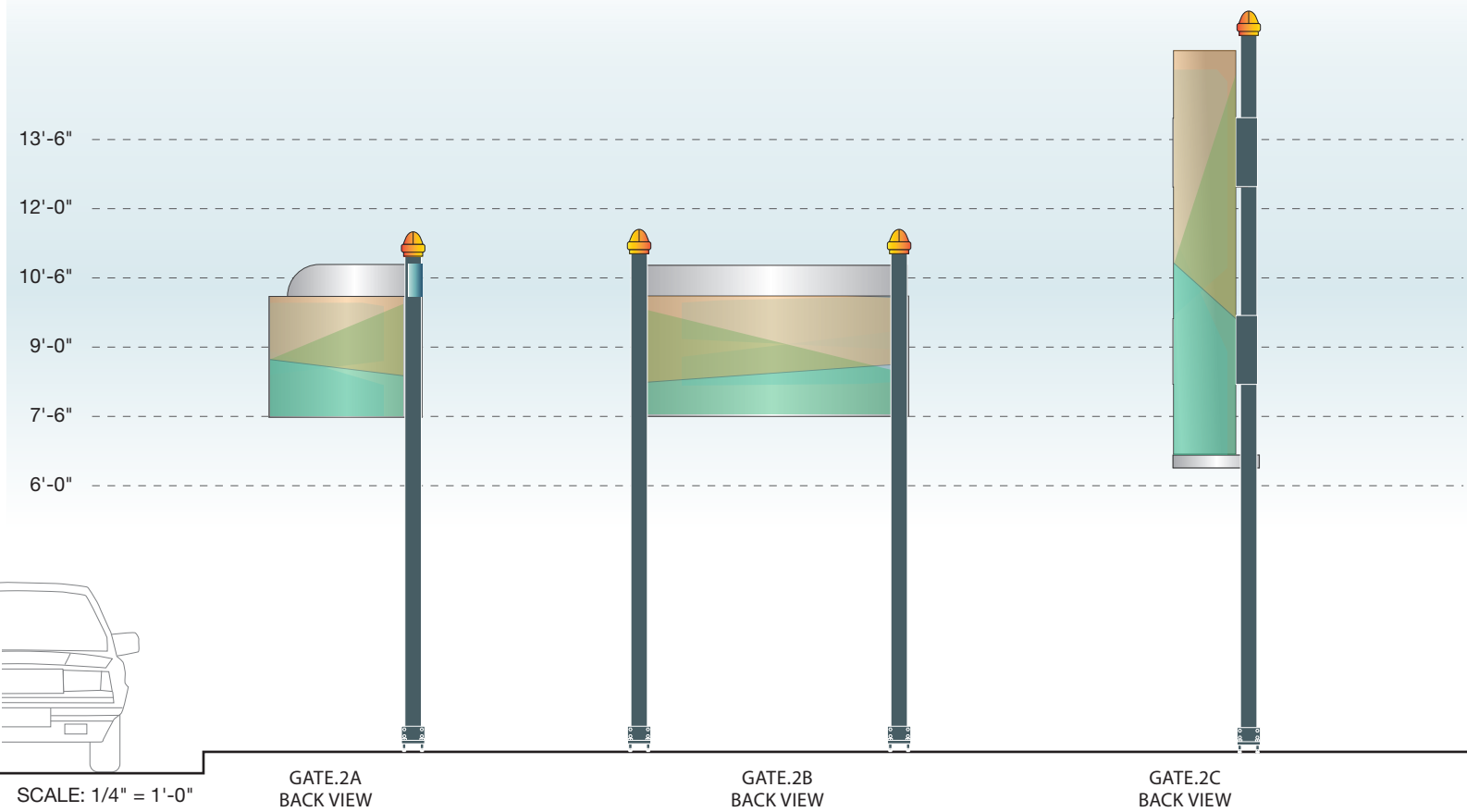
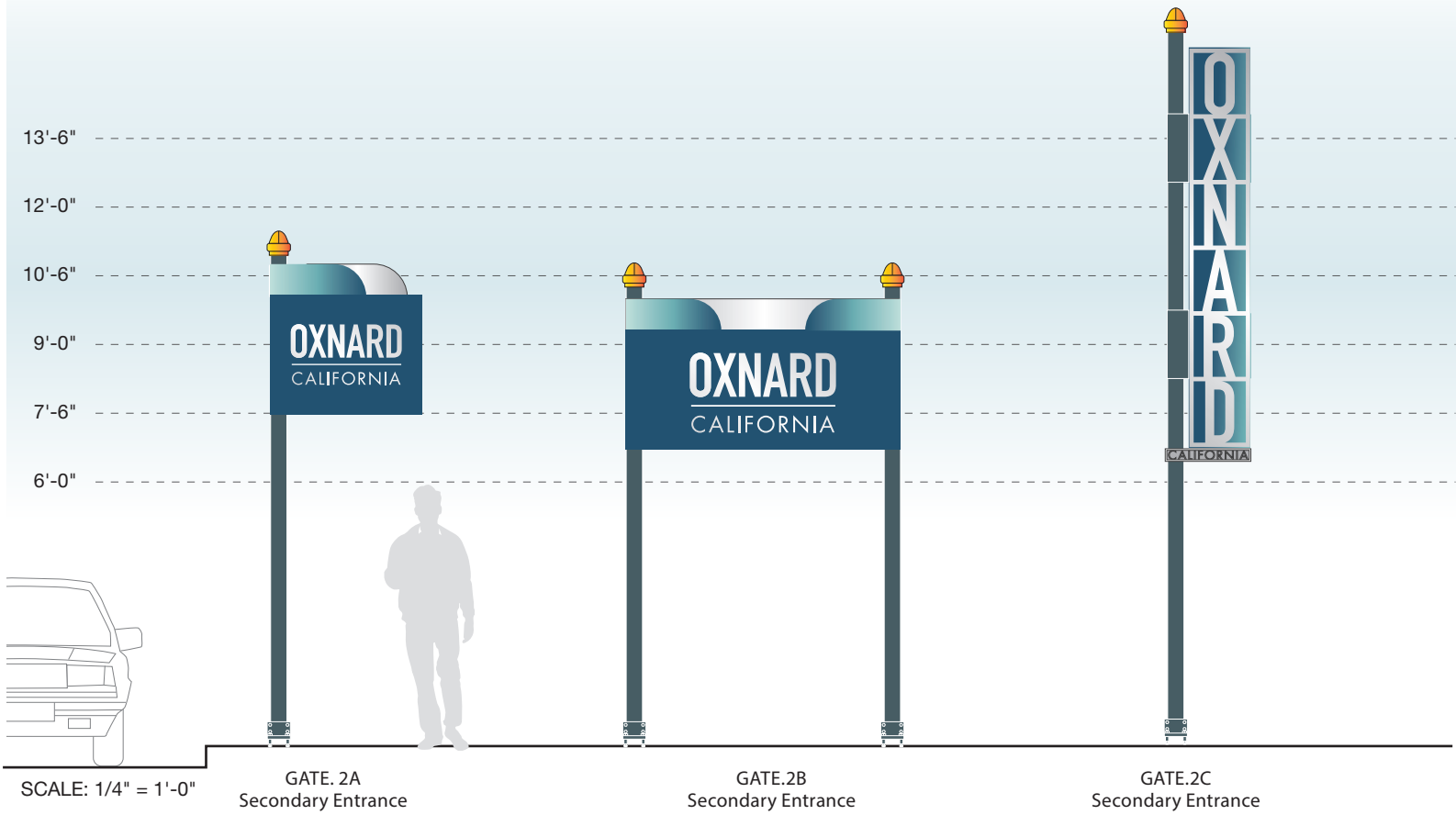
Vehicular Directional
High Speed
(25 MPH & More)

Downtown



Vehicular Directional
Low Speed
(25 MPH & Less)

Back View



criteria for inclusion

The following provides guidelines for determining which types of destinations typically qualify for a Community Wayfinding Program.

Base Categories are fairly common across all States and are generally limited to non-profit attractions, institutions, government buildings, historical sites, parks and recreation, transportation and visitor services.

Enhanced Categories represent tourism based attractions or activities that may be privately owned. State (DOT), County and Local approvals may be required in order to include these types of destinations in your program.

BASE CATEGORIES:

ATTRACTIONS

Arboreta and Botanical Gardens: A place where a wide variety of live plants are cultivated for scientific, education, and ornamental purposes, often including a library, an herbarium, greenhouses, laboratory spaces, and open grounds. These are facilities with a reasonable guarantee of permanence, and where adequate labeling

of plants is common and proper documentation of the collection takes place. Must have facilities that are open to the general public.

Arenas: Includes stadia, conference centers, auditoriums and civic or convention centers.

Conference Center: A site that hosts public events with a minimum of 30,000 sq. ft. of flexible meeting, convention, exhibit and pre-function space.

Destination Street: A specific segment of a street that is recognized as a unique place and visitor attraction based on its activities, character or history. Ex: Bourbon Street (New Orleans) , Ocean Drive (Miami Beach), Rodeo Drive (Beverly Hills), etc.

Fairgrounds: Includes county and state fairgrounds.

Racetracks and Speedways: A permanent facility used for the primary purpose of presenting organized horse or automobile racing events.

Scenic Overlooks: An area, usually at the side of the road, where persons can observe a scenic area such as significant geology, unique botanical resources, or across expanses of land or water.

Unique Natural Areas: A naturally occurring area or site of interest to the general public. Such areas may include riverfronts, caverns, waterfalls, caves, or special rock formations.

Zoos, Zoological Gardens, Animal Parks and Aquariums: A place where animals, reptiles or fish are kept, often-in combination of indoors and outdoors spaces. Must have facilities, which are open to the General Public.

CULTURAL/INSTITUTIONAL

Colleges or Universities: An educational institution that is nationally accredited, grants degrees at the associates, bachelor, professional, masters, and/or doctoral levels, and that has a physical campus of at least 5 acres. (Campus signage is the responsibility of the destination.)

Hospitals: An institution providing primary health services and medical or surgical care to persons, primary inpatients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions. The facility must have 24-hour emergency

ATTACHMENT #3

care with a doctor on duty at all times. (Campus signage is the responsibility of the destination.)

Institutions: A center operated by a municipality, county, state, or federal government unit that is open to the public.

Libraries: A repository for literary and artistic materials, such as books, periodicals, newspapers, recordings, films, and electronic media, kept and systemically arranged for use and reference operated either by the Municipality or by a non-profit organization. Private Media outlets (e.g. Book Stores, Best Buy, etc.) do not qualify under this definition.

Museums: A facility in which works of artistic, historical, or scientific value are cared for and exhibited to the General public. (Campus signage is the responsibility of the destination.)

Observatories: A facility designed and equipped to observe astronomical, meteorological or other natural phenomena.

Religious Site: A shrine, grotto or similar type site, which is of a unique religious nature. The facility must have a minimum average of 20 visitors per day on the busiest day of the week.

Theaters, Performing Arts, and Concert Halls: Any not-for profit facility used for the public's enjoyment of the performing arts that has a minimum occupancy of 200 people and associated parking.

DISTRICTS

Information Reach:

By creating an information hierarchy you are providing all destinations with a farther "reach" of information.

(Direct to Districts from a distance > then direct to individual destinations)

Guidelines for District Names:

If already locally recognized, names should be reflective of cultural or known references.

- Names should be simple and memorable by a person unfamiliar with the place
- When multiple zones are required the names should be distinctive both in terminology and pronunciation
- A physical landmark, activity or environment is so dominant that the general surrounding area becomes known by that landmark, activity or environment.

Guidelines for District Boundaries:

When determining district boundaries, one of the following situations should be present.

- Existing legal or formal boundary established by the Municipality
- Context: Boundary is defined by the character of the place. (Architecture, Environment, History, Activity)
- A physical element or landmark creates a recognizable/physical boundary. This can be natural (river, mountains, etc.) or manmade (highway, overpass, train tracks, etc)
- Cluster of similar attractions or activities located within a specific defined area (i.e. Arts District, Theater District)

Arts & Cultural Districts: An area within a municipality where a concentration of arts and cultural institutions are located. Arts Districts, Theater District,

Museum District, Cultural District are all common derivatives of this type of District.

Business District: An area within the municipality which is officially designated as a business district by the local officials. This area commonly includes a mixture of corporate offices, service business, as well as shopping and dining.

Entertainment District: An area within a Municipality where a cluster of shopping, dining and attractions are located. While accessible to residents and visitors alike, these districts typically cater to regional and out of town guests through its activities, events, festivals and arts & cultural opportunities.

Historic Districts: A district or zone listed on or eligible for listing on the National Register of Historic Places maintained by the U.S. Department of Interior or otherwise designated by the Municipality. Historic districts may provide the general public with a single, central location such as a self-service kiosk or welcome center, where visitors can obtain information concerning the historic district.

Historic Districts may include, but not be limited to, the following:

- Historic residential streets
- Shopping streets and districts
- Courthouses and public buildings
- Landmarks
- Buildings of architectural, design, or artistic merit

Medical District: An area within a Municipality where a concentrated cluster of healthcare facilities, educational institutions and medical offices are located.

criteria for inclusion

Sports District: An area or complex of buildings within a Municipality where a concentration of stadia, arenas and/or sporting facilities are located.

University District: An area within a Municipality where a concentrated cluster of educational facilities and institutions are located.

Urban Neighborhoods: A residential community, which is organized in a formal association that meets a minimum of 4 times a year. Private developments are not eligible. (Urban Neighborhoods receive only an Arrival Identification signs, directional signage is not provided.)

GOVERNMENT

Courthouses/Government Buildings: A public building, structure, or complex used by a federal, county, state or municipal government for the purposes of convening official legal activities and that is open to the public.

High Schools: Public education facility that has performing arts, exhibits, or concerts, which has a minimum occupancy capacity of 150 people.

Military Base: A facility operated by the State or federal government for training or support of military troops, or for inventorying and warehousing military equipment.

HISTORICAL/ARCHITECTURAL

Historic Sites: A structure or place of historical, archaeological or architectural significance listed on or eligible for listing on the National Register of Historic

Places maintained by the U.S. Department of Interior or otherwise designated by the Municipality. The site must be accessible to the general public and provide a place where visitors can obtain information about the historic site.

Historic Sites may include the following types, provided they meet the above criteria:

- Houses
- Commercial buildings
- Farms, farmsteads and barns
- Religious sites, places of worship, cemeteries and monuments
- Bridges
- Encampments and Battlefields
- Forts
- Railroad Stations
- Waterbodies
- Cemeteries
- Mills and factories
- Furnaces
- Coal mines and coke ovens
- Bridges
- Tollhouses
- Canals

RECREATIONAL

Beaches, Piers & Waterfronts: Areas with access to and views of the rivers, streams, and lakes which are recognized by the Municipality, County, or State as having significant recreational or cultural value and are open to the public a minimum of 180 days per calendar year.

Boat Launches: A public facility for the launching of boats and parking of motor vehicles and trailers.

Campground: A facility with continuous operation for at least 6 months per year and a minimum of 20 overnight sites. An attendant shall be available during the hours of operations and rest rooms with showers, running water and flush toilets shall be available. A public telephone also shall be available on the site or within 500 feet of the property. Accommodations sold on annual or time-sharing basis or otherwise not available for General Public use will not be counted toward the minimum requirements.

Canoeing, Rafting, and Kayaking: Public areas with established canoeing, rafting, and/or kayaking facilities. Individual private facilities are not eligible for signage.

Golf Courses: A golf facility open to the public and offering at least nine (9) holes of play. Miniature golf courses, driving ranges, chip and putt-putt courses, and indoor golf shall not be eligible.

Hiking and Biking Trails/Routes: Areas designated for recreational hiking, biking, walking, etc. which are publicly accessible, and owned and maintained by either the Local or County government or the State Department of Conservation and Natural Resources, or non-profit organizations. Signs will only be installed at locations that direct the motorist to an established trailhead with parking facilities.

Horseback Riding Areas: Areas designated for horseback/pony back riding for the General Public.

ATTACHMENT #3

Hunting and Fishing Areas: Areas so designated and under the jurisdiction of the State Department of Agriculture and Consumer Services, Department of Environmental Protection, or the Colorado Department of Fish and Wildlife.

National, State and Regional Parks and Forests:

An area so designated and under the jurisdiction of the State Department of Conservation and Natural Resources, State Historical and Museum Commission, National Park Service, and U.S. Department of the Interior, County Government, or non-profit organization with facilities open to the General Public.

Parks – County: An area so designated and under the jurisdiction of the County government with facilities open to the general public.

Parks – Municipal: An area so designated and under the jurisdiction of the Municipality with facilities open to the general public and with enough amenities that its appeal is broader than a particular neighborhood or singular district.

Sports Facilities (Local): Local sports facilities such as little league baseball fields, youth athletic fields, BMX courses, skateboard parks, etc. Recreational fields associated with K-12 schools are not considered a part of this system.

Ski Areas: A downhill with equipment rentals or cross-country ski area with equipment rentals and minimum of five (5) miles of marked and groomed trails.

Snowmobile Trails and Winter Sports Areas (excluding Ski Areas): Areas with marked

snowmobile trails, ice skating rinks, snowboarding, sleigh rides, and toboggan runs, that are open to the General Public. Signs will only be installed at locations that direct the motorist to an established trailhead with parking facilities.

Water Skiing: Areas designated for water skiing, jet skiing, or motorboats.

TOURIST SERVICES

Visitor Information Center: A facility where the primary purpose of its operation is to provide information and tourist supportive services. Adequate parking must be provided to support such center.

TRANSPORTATION

Airport: A public-use facility licensed by the Department for the landing and takeoff of aircraft, and for receiving and discharging passengers and cargo.

Cruise Ship Terminal: An access point to a body of water for a passenger carrying vessel with access to docking facilities and adequate public parking.

Ferry: A passenger-carrying vessel with access to a docking facility possessing adequate legal parking with the main purpose of transportation.

Heritage Roads, Historic Routes and Trails: A road, trail, or route designated by Department of Transportation Right-of-Way (ROW), United States Department of the Interior, or other Federal agency as being part of a national or state recognized historic or

heritage park/trail system. Bike paths are not eligible for signage under this system.

Parking Lots, Garages & Decks: A parking facility for public parking. These include all Municipality-owned lots. Fees may or may not be charged for parking.

Railroad/Bus Stations: A passenger terminal utilized for discharging and picking up passengers and ticketing.

criteria for inclusion

EXPANDED CATEGORIES:

Destinations listed here are often private entities or may be considered unique to Community Wayfinding. State, County or local municipal approval may be required for inclusion in the program.

COMMERCIAL DESTINATIONS

Adventure Tours: Guided outdoor tours that require tickets, limited participation and scheduled times. The business must be operational a minimum of 9 months per year and lease or own a dedicated operating facility. (Examples include: Swamp Tour, Boat/Fishing Tour, Aircraft Tour, Zipline Tours, etc)

Agri-Tourism: A permanent working farm or ranch of at least 200 acres offering agriculturally-based operations or activities that bring visitors to the facility. The facility must offer at least three Agri-Tourism activities, eligible activities include, picking produce from a field, educational initiatives, navigating a corn maze, feeding animals, petting zoo, meeting/conferences spaces, hosting sporting events or staying at a B&B on a farm.

Amusement Parks: A permanent facility that may include structures and building, where there are multiple devices for entertainment, including rides, booths for the conduct of games, or sale of items, buildings for shows and entertainment, and restaurants and souvenir sales. The facility must be open a minimum of 5 months out of the year.

Artist / Craftsman Studio: A permanent working artist studio of at least 3,500 square ft., offering artistic demonstrations that bring visitors to the facility. The facility must offer at least three artistic based activities, eligible activities include, demonstrations of

specialty techniques, tours, free educational lectures. The art studio shall be open to the public and readily available to tourists, without the need for scheduling appointments or return trips. The studio must meet all safety and maximum occupancy requirements.

Bed and Breakfasts: A private residence located in Rural Area that contains ten (10) or fewer bedrooms used for providing overnight accommodations to the public, and which breakfast is the only meal served and is included in the charge for the room. Must be rated by a national or state lodging or bed and breakfast rating program.

Breweries: A licensed site which produces a minimum of 250,000 barrels a year and shall be open to the General Public for tours, tasting and sales, a minimum of 2,340 hours per year. Tours shall be in an educational format for informing visitors about beer and beer processing. Site must include the following operational capabilities; Bottling or Canning, Distribution, Sales, and spaces to host events for the public. Tasting rooms, Restaurants and Take-Out Beer Distributors or Retailers are not considered eligible.

Commerce Park: A group of commercial manufacturing facilities, at least 25 acres in size, recognized and signed as a commerce park by the local authorities.

Country Inn: A facility located in a Rural Area that contains 25 or fewer rooms and also has full service dining. Must be rated by a national or state lodging-rating program.

Drive-In Theatre: An outdoor facility for the public showing of movies projected onto at least one large screen for viewing by patrons from their vehicles.

Facility shall operate at least 30 days per year, have a concession area open during show times and provide restrooms with running water and flush toilets.

Facility Tour: A private business that offers educational public tours (minimum one hour) at least 5 days a week. Facility shall be a building of at least 100,000 square feet and the business must employ a minimum of 1,000 employees.

Gaming Entity: A public gaming facility licensed under State and Local requirements. The facility shall be a minimum total space of 100,000 sq ft and must include table games, plus either an attached hotel (Minimum 100 rooms), event center (14,000 sq ft) or a racetrack.

International Market: An independent market of at least 300,000 square ft offering specialty foods from around the world. In addition to goods or services of unique interest to tourists, the market must provide at least 3 of the following; tours of the facility, educational sessions, specialty festivals or meeting/conference spaces. The facility must be commonly recognized as a iconic local landmark (in business for a minimum of 25 years) and tourism attraction.

Historic Hotel: A facility which must be located within a building that is at least 50 years of age. And be listed on or eligible for listing on the National Register of Historic Places, or which is recognized by State, National or a County Historical Society as having historical significance; and currently holds itself out by any means, including advertising, license, registration with any innkeepers' group, convention listing association, travel publication or similar association or with any government agency, as being available to provide overnight lodging or use of facility space

ATTACHMENT #3

for considerations to persons seeking temporary accommodations.

Off-Track Betting Facility: A facility, which provides off-premise wagering as authorized by local gaming regulations.

Resort: A facility with at least 75 rooms where the primary attraction is generally recreational features and activities that are the main focal point of a vacation.

Roadside Farm Market: A stationary retail sales establishment operated by one or more farmers for the purpose of selling farm and food products directly to consumers. Operations by which the consumer harvests their own farm or food products shall be considered roadside farm markets. Roadside farm markets shall be open at least two days per week throughout the harvest season or year.

Rural Restaurant: An establishment where food and drink are prepared, served and consumed on premise and provided by waiter service. The facility must provide a minimum of twenty (20) seats. Excludes drive-through or franchised sit-down service. Must be located in a Rural Area.

Shopping Centers – Neighborhood: A group of 15 or more shops, retail stores, or restaurants usually concentrated within a neighborhood, often at a corner, that functions as the node or nucleus of the neighborhood(s) surrounding its location.

Specialty Shopping Centers:

A group of 12 or more specialty shops (antique, craft, outlet, farmers' market, etc.) retail stores, and restaurants with ample parking facilities. Specialty shops must offer goods or services of interest to tourists

and that derive the major portion of their income during the normal business season from motorists that do not reside in the immediate area. The goods or services shall be readily available to tourists, without the need for scheduling appointments or return trips.

Sports Tourism Facilities (Commercial):

Commercial regional sports facilities that hosts a minimum of 12 multi-day tournaments per year.

- Outdoor Facility must have a minimum of 50 acres
- Indoor Facility must have a minimum of 130,000 square feet
- Fitness Centers, Indoor Rock Climbing, Go Karts, Trampoline Parks, Indoor Skydiving or other for profit activities or amusements are not permitted under this category.

Wineries / Vineyards: A licensed site, which produces a maximum of 200,000 gallons of wine per year. Winery shall maintain a minimum of 3000 vines or five acres of vineyard on site. Winery must be open to the general public for tours, tasting and sales a minimum of 1500 hours per year, and provide an educational format for informing visitors about wine and wine processing.

Water Tours: A guided tour on a body of water using a passenger-carrying vessel with access to a docking facility and adequate legal parking.

GENERIC MESSAGES

Some approving agencies will allow the use of generic messages for private entities such as the following:

- Hotel(s)
- Mall
- Movie Theater
- Shopping & Dining
- Shopping Center

OXNARD, CA
Wayfinding & Signage Program

PROGRAMMING:
Sign Location Plan

Secondary V1

January 10, 2024

merJe

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SPECIFICATIONS

Refer to the Oxnard Wayfinding and Signage System design intent documentation for sign type drawings, material call-outs and installation methods.

Refer to the Oxnard Wayfinding and Signage System message schedule for all sign type messages, location numbers, quantities, and specific location details.

SIGNAGE LEGEND	
05 - 11	Secondary Gateways)
100	Vehicular Directional
500	Parking (Phase 3 not shown)
600	Pedestrian Kiosks
700	Pedestrian Directional

ATTACHMENT #4

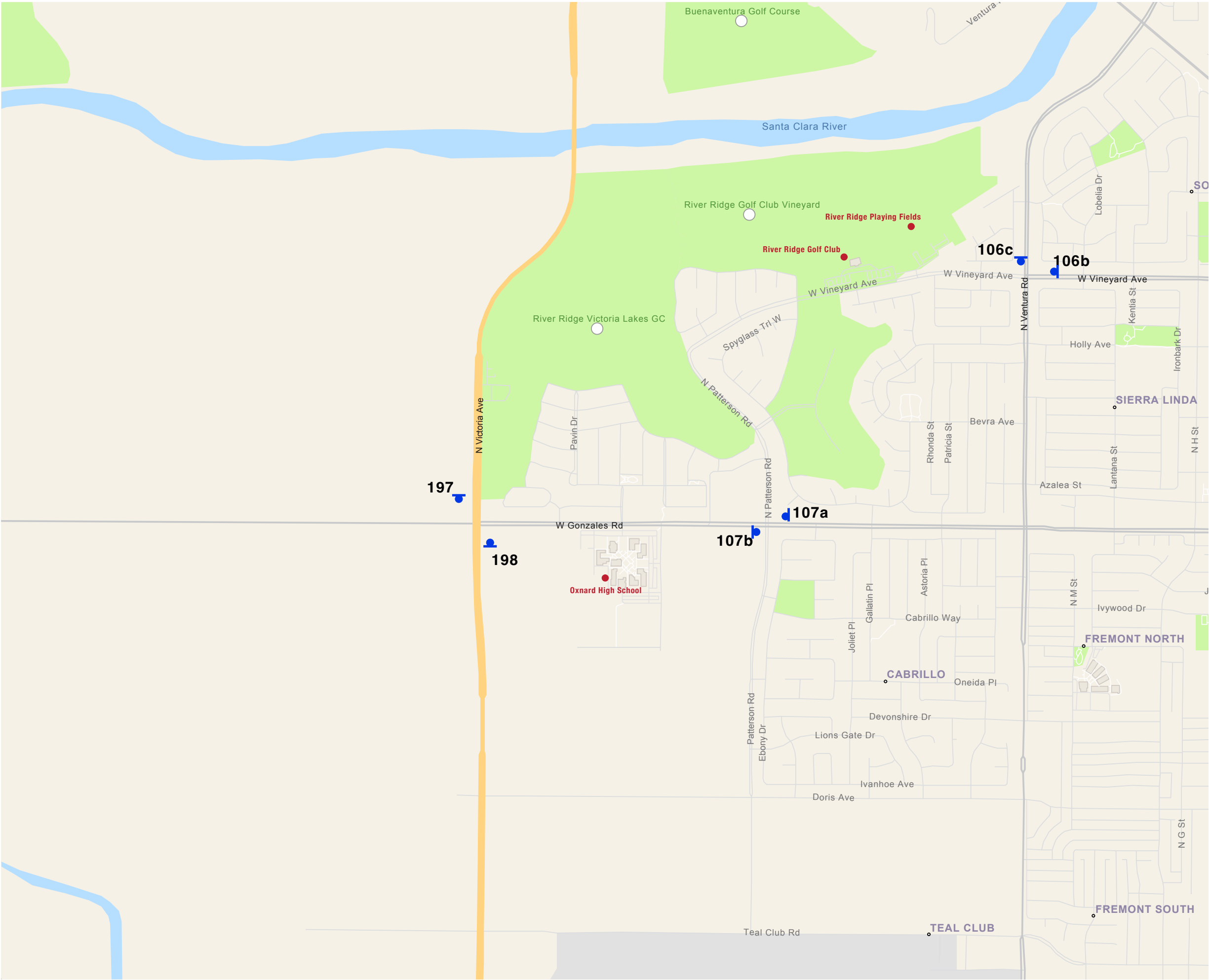
- NOTES:
1. General sign locations are provided on these plan sheets.
 2. The Message Schedule provides more detailed guidance of sign location in the Remarks column.
 3. Refer to the Message Schedule for the final messages of each sign.
 4. Utilize the above Legend to help determine sign types, and other details of location.

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REVISIONS		PROJECT NO.
		SHEET TITLE
		KEY MAP
		SHEET NO.
		2



SPECIFICATIONS

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SIGNAGE LEGEND

05 - 11

Secondary Gateways)

100

Vehicular Directional

500

Parking (Phase 3 not shown)

600

Pedestrian Kiosks

700

Pedestrian Directional

ATTACHMENT #4

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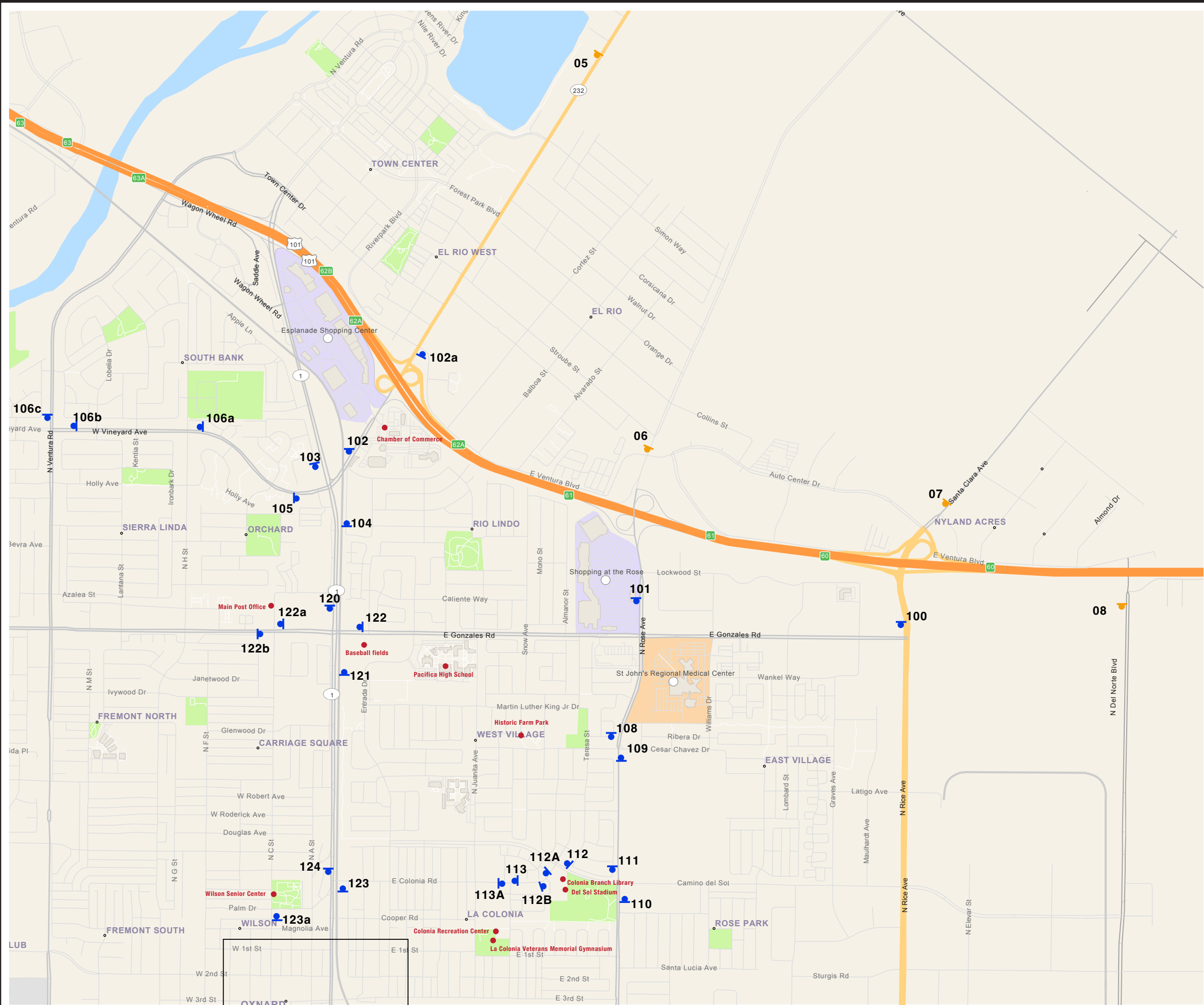
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REVISIONS			
		PROJECT NO.	
		SHEET TITLE	
		Sign Location Plans	
		SHEET NO.	
		SL.1	

240



SPECIFICATIONS

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SIGNAGE LEGEND

05 - 11

Secondary Gateways

100

Vehicular Directional

500

Parking (Phase 3 not shown)

600

Pedestrian Kiosks

700

Pedestrian Directional

ATTACHMENT #4

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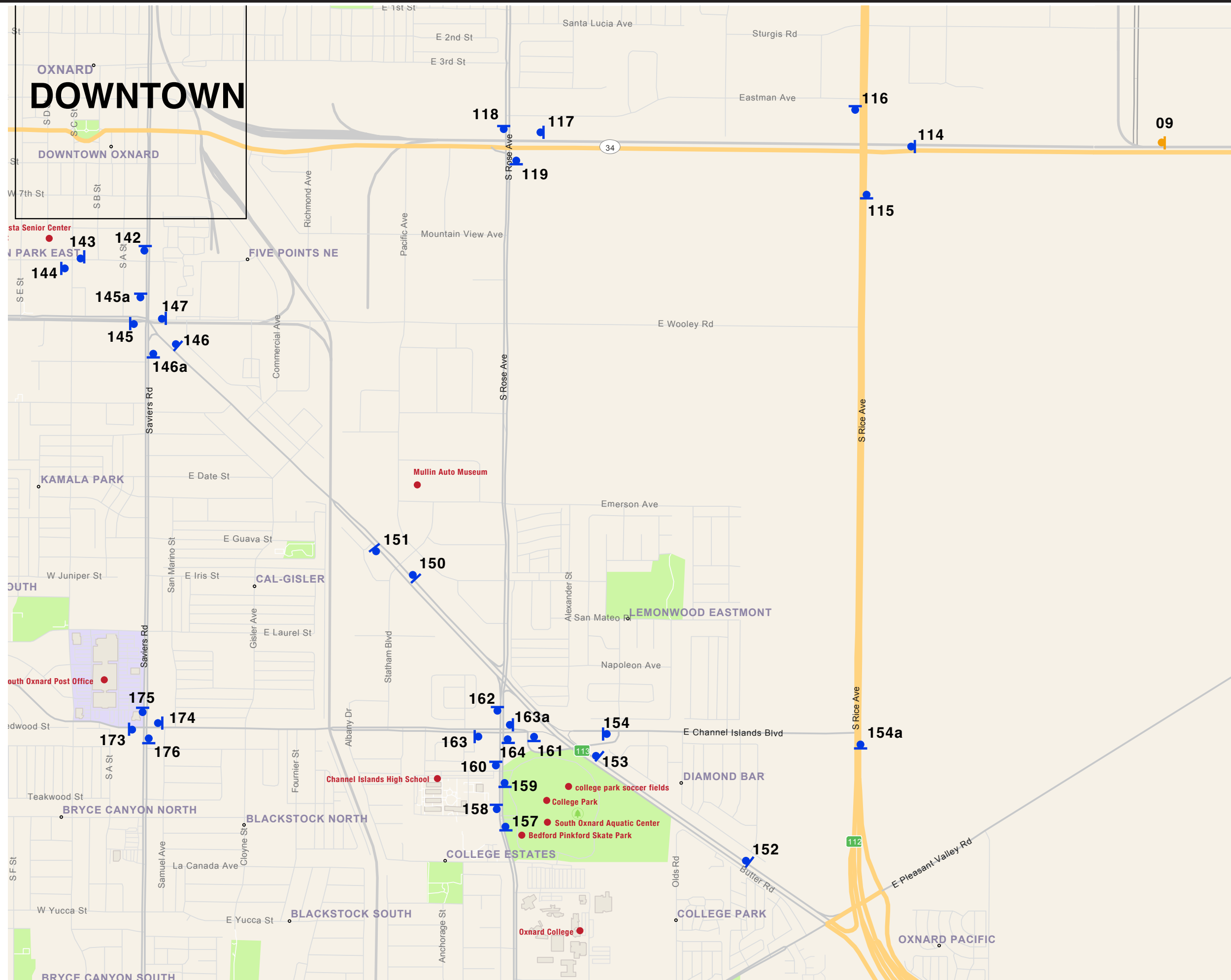
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REVISIONS		PROJECT NO.
		SHEET TITLE
		Sign Location Plans
		SHEET NO.
		SL.2

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SPECIFICATIONS

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SIGNAGE LEGEND

- 05 - 11 Secondary Gateways)
- 100 Vehicular Directional
- 500 Parking (Phase 3 not shown)
- 600 Pedestrian Kiosks
- 700 Pedestrian Directional

ATTACHMENT #4

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REVISIONS		PROJECT NO.
		SHEET TITLE
		Sign Location Plans
		SHEET NO.
		SL.4



See Crop-In on SL.7

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SIGNAGE LEGEND

05 - 11

Secondary Gateways)

100

Vehicular Directional

500

Parking (Phase 3 not shown)

600

Pedestrian Kiosks

700

Pedestrian Directional

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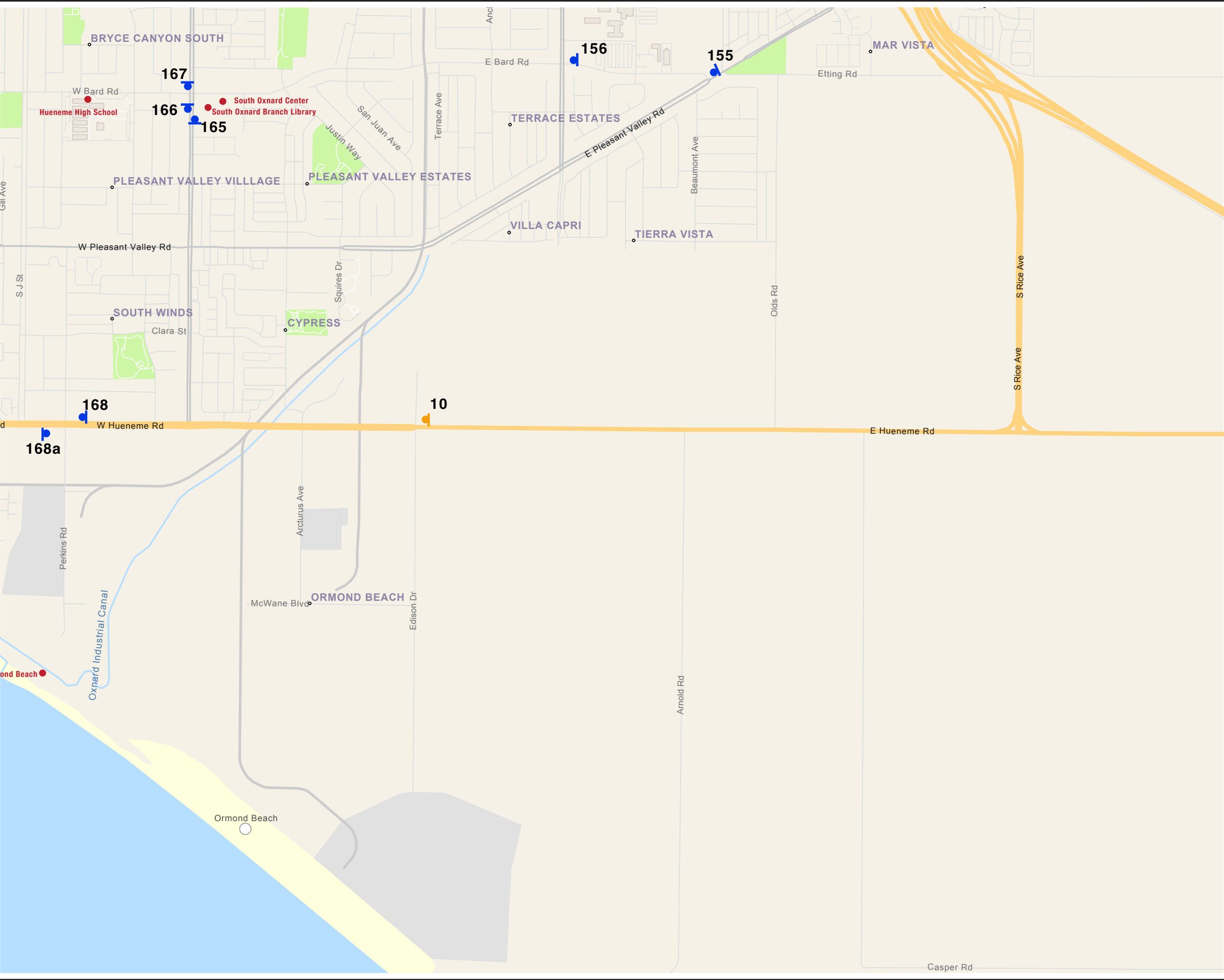
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		SHEET TITLE
		Sign Location Plans
		SHEET NO.
		SL.5

244



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SIGNAGE LEGEND

05 - 11

Secondary Gateways)

100

Vehicular Directional

500

Parking (Phase 3 not shown)

600

Pedestrian Kiosks

700

Pedestrian Directional

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REVISIONS

CLIENT / PROJECT

Oxnard, CA

Wayfinding and Signage System

PROJECT NO.

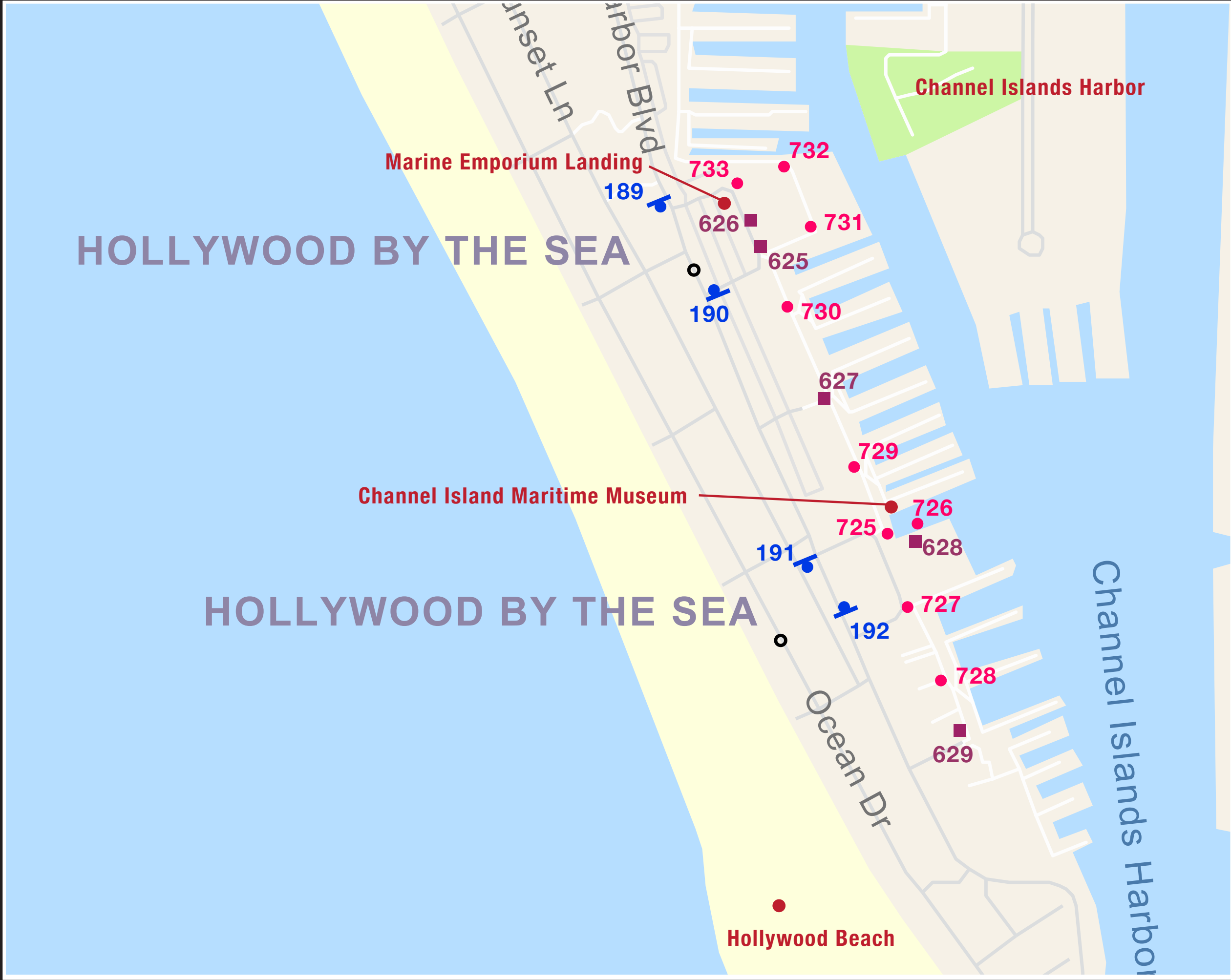
SHEET TITLE

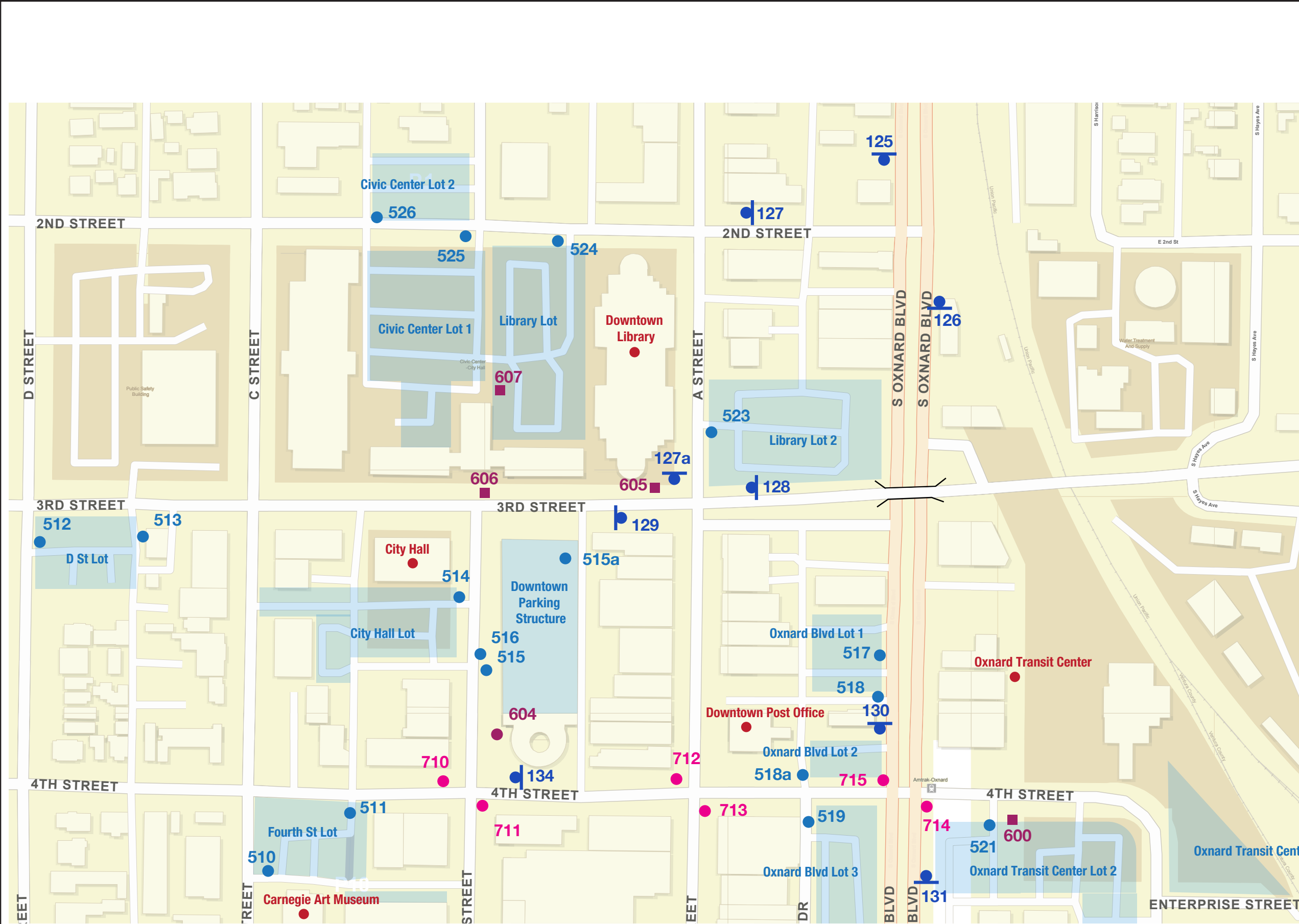
Sign Location Plans

SHEET NO.

SL.6

245





SPECIFICATIONS

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SIGNAGE LEGEND

05 - 11

Secondary Gateways)

100

Vehicular Directional

500

Parking (Phase 3 not shown)

600

Pedestrian Kiosks

700

Pedestrian Directional

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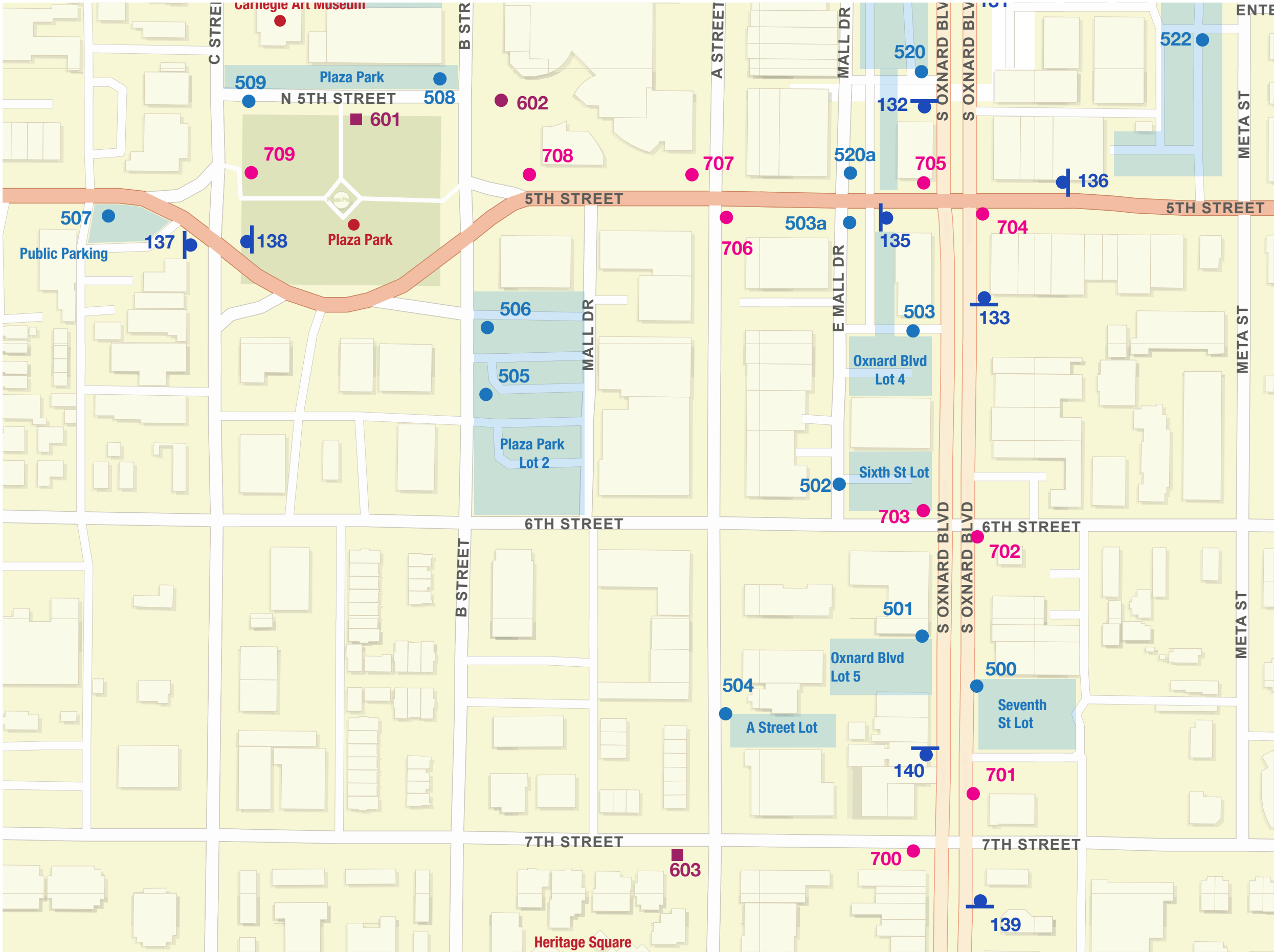
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		SHEET TITLE	Sign Location Plans
REVISIONS		SHEET NO.	SL.8

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SPECIFICATIONS

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SIGNAGE LEGEND

05 - 11

Secondary Gateways)

100

Vehicular Directional

500

Parking (Phase 3 not shown)

600

Pedestrian Kiosks

700

Pedestrian Directional

NOTES:

1. General sign locations are provided on these plan sheets.

2. The Message Schedule provides more detailed guidance of sign location in the Remarks column.

3. Refer to the Message Schedule for the final messages of each sign.

4. Utilize the above Legend to help determine sign types, and other details of location.

ENVIRONMENTS & EXPERIENCES

merJe

120 North Church Street
Suite 208
West Chester, PA 19380
T 484.266.0648
www.merjedesign.com

DATE

01/10/24

DRAWN BY:

LH

These drawings are meant for DESIGN INTENT ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. This office must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to this office for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

CLIENT / PROJECT

Oxnard, CA
Wayfinding and Signage System

PROJECT NO.

SHEET TITLE

Sign Location Plans

REVISIONS

SHEET NO.

SL.9

248

GOVERNMENT

Colonia Branch Library

Civic Center

Downtown Post Office

Main Post Office

Naval Base / Seabee Museum

South Oxnard Branch Library

Downtown Library

South Oxnard Post Office

ZONES

Beaches/Harbor

Downtown

La Colonia

EDUCATION

Oxnard College

HISTORIC SITES

Carnegie Art Museum

Heritage Square

Historic District

Historic Farm Park

TRANSPORTATION

Channel Islands Harbor

Oxnard Airport

Oxnard Transit Center

COMMERCIAL

Marine Emporium Landing 

The Collection



CULTURAL/ INST.

Channel Islands Maritime Mus

Colonia Recreation Ctr

Palm Vista Senior Center

Police Activities League

Performing Arts Center

South Oxnard Center

Wilson Senior Center

New Senior Ctr Name TBD

Mullin Auto Museum

PARKS & RECREATION

College Park

Del Sol Stadium

Hollywood Beach

Veterans Memorial Gym

Mandalay Beach

'olol'koy Beach Park

Ormond Beach

Plaza Park

River Ridge Golf Club

Seabridge Marina

Silver Strand Beach

Tennis Center

Baseball Fields

College Park Soccer Fields

Skate Park

South Oxnard Aquatic Center

La Colonia Skate Park

ATTACHMENT #5

Citywide Wayfinding Program Approval (15 minutes)

City Council
February 20, 2024

Samantha Shapiro, Project Manager

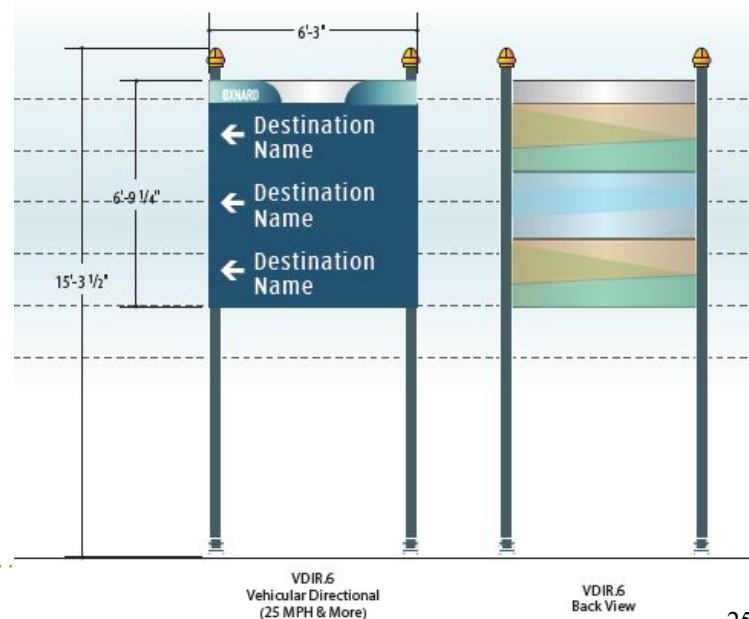
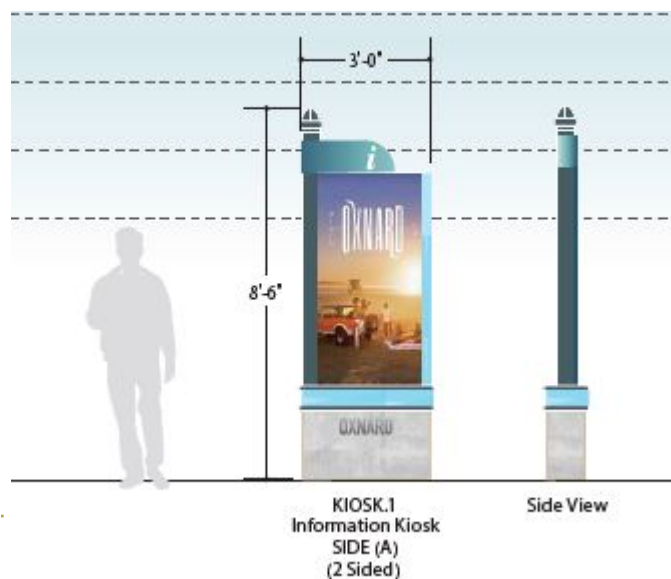
That City Council:

1. Approve the Citywide Wayfinding Program and authorize a prioritized implementation plan;
2. Approve an agreement with Found Design, LLC for design development, engineering and construction administration for the Wayfinding Program; and
3. Approve an agreement with Ardurra Group, Inc. for Project/Construction Management services for the Wayfinding Program.

Community wayfinding program is an informational system of signs, colors, and other design elements that help people navigate space; it introduces secondary tourism attractions and helps orient visitors.

- ❖ City's current wayfinding system was implemented in the early 2000s and has not been properly maintained or updated.
- ❖ In Spring 2022, City Council approved ARPA funds for Visit Oxnard to modernize and update the citywide wayfinding program in coordination with the City.
- ❖ The program includes two components:
 1. An updated, refreshed design for signage
 2. A destination list and prioritization plan
- ❖ Visit Oxnard and MERJE (design consultant) will provide a live presentation on the program, including the sign types and design, prioritized implementation plan, and destination list

- ❖ Prioritization plan:
 1. Vehicular directional signage throughout the City; then
 2. Pedestrian directional signage in walkable areas, such as Downtown Oxnard and Channel Islands Harbor; and
 3. Directional parking signage.
- ❖ Removal of old “like” wayfinding signs (i.e. vehicular or pedestrian signs) will be included in budget development at each prioritization stage.



City will act as project lead for the implementation stage. To commence with the program, staff requests Council approval for the following consultant contracts:

1. Approve an agreement with Found Design, LLC for a NTE amount of \$65,000.
 - a. Found Design, LLC (MERJE) will complete design development, structural engineering, bid assistance and construction administration required to implement the program
2. Approve an agreement with Ardurra Group, Inc. for project/construction management services for a NTE amount of \$119,000.
 - a. The consultant will assist with technical needs of the project, including plan approvals, bid process, obtaining permits from the City and other required agencies, and overseeing the construction process

- ❖ \$1M in ARPA funding was allocated to support this project
- ❖ Full program has an estimated cost of \$2.6M
 - This cost includes installation of 193 signs citywide, design consulting fees, project/construction management fees, removal of existing signs citywide, and permitting.
- ❖ After the field survey is complete, staff will work with the design team to develop an implementation plan that prioritizes vehicular directional signs and removal of old vehicular signs in the first stage that fits within the remaining program budget.
- ❖ **Funding has not been identified for future stages of this project.**



END OF PRESENTATION

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND FOUND DESIGN, LLC**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Found Design, LLC ("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."

RECITALS:

WHEREAS, the City received funds through the American Rescue Plan Act (ARPA) and intends to use a portion of the City's ARPA funds for Design Services for the citywide wayfinding program ;; and

WHEREAS, the City desires at this time to implement the citywide wayfinding program identified as ARPA Project #20; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide Design Services for the citywide wayfinding program (ARPA Project #20) on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement and the ARPA funding requirements.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. **SUMMARY DESCRIPTION OF SERVICES.** Construction documentation, structural engineering, bid assistance, and construction administration services for the American Rescue Plan Act (ARPA) citywide wayfinding project (ARPA Project #20)

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

Found Design, LLC ("CONSULTANT"), a LLC of the State of California, located at 120 N. Church Street, Suite 208, West Chester, PA 19380

4. TERM OF AGREEMENT: From February 21, 2024 to June 30, 2025.

4.1 Time is of the essence in this Agreement.

4.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the 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: \$65,000.

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-A
Exhibit D: Federal Funding / Grant Requirements Rider

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:
Name: Ashley Golden
Title: Assistant City Manager
Phone: 805-385-7478
Email: ashley.golden@oxnard.org
Mailing Address (if differs from above):

CONSULTANT Designated Representative:
Name: John Bosio
Title: Partner
Phone: 215-801-5722
Email: jbosio@merjedesign.com
Mailing Address (if differs from above):
PO Box 3307
West Chester, PA 19380

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 13 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 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, then this Agreement shall not be extended.**

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 IF N/A]

This Agreement and associated Scope of Work is being funded in whole or in part with federal assistance under the American Rescue Plan Act (the "ARPA") Pub. L. No. 117-2 (March 11, 2021); specifically, Sections 602 and 603 of the Social Security Act (the "Act") as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"). A federal Funding/Grants Requirement Rider is attached hereto [in its entirety] as Exhibit D and incorporated herein by this reference. Consultant shall comply with all requirements and provisions of Exhibit "D".

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 a 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 b 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. [RESERVED]

26. [RESERVED]

27. [RESERVED]

28. CONFLICT OF INTEREST

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

29. 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.

Agreement No.32400391

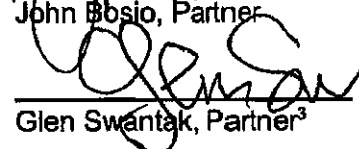
By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

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

FOUND DESIGN, LLC

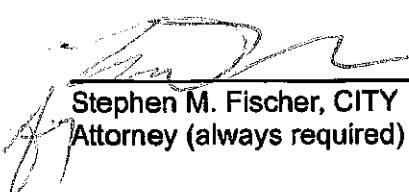
☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Jennifer Yates, Purchasing Manager² _____

 _____ 1/24/24
John Bosio, Partner Date
 _____ 1/24/24
Glen Swantak, Partner³ Date

ATTEST:

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

APPROVED AS TO FORM:

 _____ 1/31/2024
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 Found Design, LLC)

SCOPE OF SERVICES

City Project Manager: Ashley Golden, ashley.golden@oxnard.org, 805-385-7478

Consultant's Scope of Work will include the following tasks for the Wayfinding Program ("Program") Phase 1A: Base Project approved by the Oxnard City Council on February 20, 2024:

1. Construction Documentation (Design Intent Drawings and Structural Engineering)
2. Bid Review, including bid sheet preparation.
3. Construction Administration

Should construction be approved for Phase 1B of the program, consultant will perform the following task:

- Orientation Map Artwork

All work shall be based on the Design Development Drawings and Sign Location Plans prepared by consultant for the program. Consultant will report all work directly to the City's Project Manager/Construction Manager (PM/CM) for the duration of the project.

Specific sub-tasks are outlined under each task:

Task 1: Construction Documentation

Consultant will commence with construction design documentation for Phase 1 of the program approved by City Council. Work will commence after an initial project kick-off meeting led by the City's PM/CM. This task will include one (1) trip for a field survey and mark-out of sign locations with City representatives (maximum 2 days) and bi-weekly progress meetings (virtual) for the duration of this task.

Task 1.1 Prepare design intent drawings indicating material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details, installation methods, colors and locations.

Field survey is required to review locations, sign placement and make adjustments to sign sizes and configurations based on actual field conditions.

Prepare graphic layouts for each individual sign panel, indicating copy height, margins, fonts, graphics, etc.

Note: elements such as landscaping and lighting are not included.

Task 1.2 Structural Engineering: Provide structural design for all project sign types, including:

- Design shall include calculations per the 2012 International Building Code
- Provide all necessary calculations
- Cover sheet/calculations shall be signed and sealed by an engineer licensed in the State of California

Note: the design of existing structures (e.g. buildings, sidewalks, monument signs, poles, and foundations) are outside of the scope of this work and it will be the responsibility of the City to verify their structural integrity.

Six sets of these bid documents including the cover sheet as well as all relevant drawings and specifications will be signed and sealed for “structural design only” by an engineer licensed in the State of California.

Task 1.3 Technical specifications describing materials, products, submittals, coordination, execution, quality assurance, installation, etc.

Task 1.4 Provide final budget and project phasing plan

Task 1.5 Field survey and mark-out of sign locations with City representatives

Task 1.6 Prepare final sign location plans, coordinated with message schedule and sign drawings.

Task 1 Deliverables: The design intent drawings shall provide the City with a guide to implementing a consistent sign program throughout the City. Design intent drawings will include a photo of each location with a description of placement.

Task 2: Bid Assistance Review

Consultant will provide any information requested by City staff and City PM/CM required to prepare the bid package and award. At City's direction, tasks may include:

1. Prepare recommended minimum requirements for qualification of bidders
2. Provide a list of fabricators
3. Attend bid meeting (via teleconference)
4. Provide clarification or addendum to bidders
5. Assist City Staff with any other information to be included in the bid package, including the bid sheets.

Note: City shall coordinate all bid process tasks, including advertising, administration, receiving of bids and bid results tabulation.

Task 3: Construction Administration

Consultant will be available during Phase 1 of the Program to complete the following tasks:

1. Review shop drawings and samples prior to fabrication
2. Prepare Graphic Layouts

3. Attend construction meetings (via teleconference)
4. In field review of locations (2-3 days)
5. **Optional:** Review of the installation (2-3 days)

Sub-task 5 listed above is optional should the City determine a need for the Consultant to complete the sub-task during this phase. Consultant shall receive authorization from the City to conduct this optional sub-task.

Task 2 and 3 deliverables: Upon substantial completion of the signage, punch-list (on site) all items that must be completed and/or corrected prior to final acceptance by the City.

Task 4: Prepare Orientation Map Artwork (Optional)

The orientation map shall be designed in layers. The maps shall include the following information and be similar in style to the examples provided. Maps shall be produced in Adobe Illustrator and the following "layers" will be available as required;

1. Base map (streets, street names, parks, etc)
2. Destinations and major buildings
3. Parking lots
4. Open spaces, recreational areas and trails
5. Legend

The base map will be designed with a North up orientation. Also convert the maps to additional East, West, and South orientations as required for "heads up" viewing, which can be used on kiosks and other sign types.

Methodology: Orientation Map Design & Artwork Preparation

- A. Schematic Design: Develop preliminary orientation map graphics – draft submittal (50%) to the client for general review and comments. This will be based on a limited area of a single map and will include color, typography, roadways and primary destinations. Design options will be presented and will be utilized to establish the basis for design/graphic language for all of the maps. (Revisions: 2 maximum)
- B. Design Development: Based on client comments and approvals of the 50% map (single limited area), the design intent will be expanded to the full map and will be submitted as 75% and 90% completion process (Submittal #1 and #2).
- C. Final Map Artwork: Receive comments and prepare **final map artwork**. This digital file will be prepared for use on various design elements as outlined in the agreed scope and deliverables (Submittal #3).

Task 4 Deliverable: Client acceptance of map artwork; production ready map artwork and digital files that will allow the client the ability to edit each map as required in the future. The following map orientations are included: North, South, East and West

City may authorize Consultant to commence work on Task 4 should Phase 1B construction occur. City has authority to determine the necessity of this work based on the construction plan.

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Found Design, LLC.)

SCHEDULE OF COMPENSATION

CONSULTANT shall be compensated for the tasks outlined Exhibit A at a not-to-exceed amount of \$65,000. This is inclusive of optional elements, outlined in this exhibit, that may be required at the CITY's discretion and direction.

Task	Amount
Task 1: Documentation & Final Sign Location Plans	\$15,000
Task 1: Structural Engineering	\$12,000
Task 2: Bid Assistance	\$3,500
Task 3: Construction Administration (Sub-tasks 1-4)	\$15,000
Task 3: Construction Administration (Sub-task 5) (optional)	\$3,000
Task 4: Orientation Map (optional)	\$8,000
Reimbursables for 3 trips to Oxnard, CA	\$8,000

Reimbursable Expenses: Reimbursable expenses are in addition to the basic compensation outlined above and will be billed to the CITY at 1.0 times the expenses incurred by CONSULTANT in the interest of the project, including airfare, lodging, meals, or mail services required for this project. Compensation for additional trips would be \$5,960 (cost per trip, per person, includes reimbursables)

Hourly Rates:

Principal in charge \$165
 Senior Designer \$125
 Graphic Designer \$115
 Jr. Designer \$90

Potential Additional Services: The following items are potential additional services, and if authorized by the CITY, a separate proposal will be developed to address a specific project requirement.

- Landscape, lighting or public art design
- Electrical or civil engineering
- Permitting

Compensation for Services: Upon CONSULTANT's completion, to the CITY's satisfaction, of the tasks outlined in Exhibit A, CONSULTANT shall be compensated in the amount not to exceed \$53,500.

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If additional wayfinding elements are requested by CITY, CONSULTANT shall be compensated in the amount identified not to exceed \$11,000.

EXHIBIT C

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and FOUND DESIGN, LLC)**

INSURANCE REQUIREMENTS (INS-A)

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 D

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and FOUND DESIGN, LLC)**

FEDERAL FUNDING/GRANT REQUIREMENTS RIDER

1. Consultant is hereby advised and acknowledges that the Project, and any agreement or contract awarded pursuant to this RFP, is being funded in whole or in part with federal assistance under the American Rescue Plan Act (the "ARPA") Pub. L. No. 117-2 (March 11, 2021); specifically, Sections 602 and 603 of the Social Security Act (the "Act") as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"). Such funding is provided in accordance with and is subject to the terms and conditions of the CSLFRF financial assistance agreement between the U.S. Department of the Treasury ("Treasury") and the City, signed May 11, 2021 (the "City Award"). The City Award is attached to this Exhibit D as ATTACHMENT D-1 and is expressly incorporated herein by reference.

2. For purposes of this Section E, the term "Contractor" shall mean and include "Consultant".

3. Consultant agrees to comply with the laws, provisions, and regulations listed herein; all other applicable federal statutes, regulations, and executive orders; and to further provide for such compliance in any agreements/contracts it enters into with other parties (by inserting a provision into any subcontracts or subconsultant agreements making them subject to all of the provisions stipulated herein) for any work or services relating to the Project.

4. Consultant acknowledges and agrees that the provisions of this Section E and its attachments shall be annexed as an Exhibit and made part of its Agreement with the City in the event of an award.

5. The laws, provisions, and regulations relating to this Project and with which Consultant is required to comply, include without limitation, all of the following:

a. The requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

b. Federal regulations specified in the City Award, which include without limitation, the following:

(i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to the City Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.

(ii) Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.

(iii) Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.

(iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is

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subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. Contractor must complete the certification in ATTACHMENT E-2 and comply with all provisions of said certification.

(v) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(vi) Government wide Requirements for Drug-Free Workplace, 31 CFR Part 20.

(vii) New Restrictions on Lobbying, 31 CFR Part 21, pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 3152). See provisions in Subsection j.(ix) below for requirements and required certification.

(viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(ix) Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to the Project and Consultant, including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance (see subdivision d, below for required assurances);

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

d. The Civil Rights Restoration Act of 1987 which require the following assurances:

(i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Consultant shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Consultant's programs, services, and activities.

(iii) Consultant agrees to consider the need for language services for LEP persons when Consultant develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

(iv) Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees, and assignees for the period in which such assistance is provided

(v) Consultant acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances (i)-(iv) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant the Consultant's sub-grantees, contractors, subcontractors, subconsultants, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

e. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 CFR Section 200.321.

(i) If subcontracts are to be let, Consultant must take all affirmative steps pursuant to Section 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. Affirmative steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

E. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(ii) If selected for award, Consultant must submit a Small and Minority Businesses, Women's Business Enterprise (S/M/WBE) and Local Surplus Area (LSA) Firm Outreach Plan attached hereto as ATTACHMENT D-3 within 30 days of contract execution to the City for approval. The City will accept the S/M/WBE and LSA Firm Outreach Plan or offer recommendations to ensure S/M/WBE and LSA Firm Outreach Plan includes all necessary affirmative steps to meet the intent of 2 CFR § 200.321. Consultant shall revise its S/M/WBE Outreach Plan to incorporate City input as applicable. Upon the City's acceptance of the S/M/WBE and LSA Firm Outreach Plan, Consultant shall submit updates to the City quarterly. S/M/WBE and LSA Firm Outreach Plan update should include efforts taken within the period to assure that minority businesses, women's business enterprises, and labor surplus area firms were utilized when possible.

f. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

g. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

h. Conflict of Interest. By submitting a Proposal and executing an agreement with the City, Consultant certifies that it that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant under the agreement or with respect to the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR Sections 200.112 and 200.318(c)). Consultant shall provide all additional information necessary for the City to fully assess and address such actual or potential conflict of interest and agrees to advise the City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution the agreement. Consultant further agrees to complete any statements of economic interest if required by either CITY ordinance or State law and further certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement and does not know of any fact which constitutes a violation of any conflict of interest law, including Section 87100 et seq. or Section 1090 et seq. of the California Government Code.

i. Records Retention and Access. Consultant certifies that it will comply with the records retention and access requirements detailed in 2 CFR § 200.334 and 200.337, as well as any additional requirements that may be imposed by the Act or Treasury regulations. Contractor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports for the Project, as applicable, and all other pending matters are closed. Consultant acknowledges and agrees that the Treasury, Inspectors General, the Comptroller General of the United States, the City, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of Consultant which are pertinent to the Project by virtue of the Federal award by which it is funded, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Consultant's personnel for the purposes of interview and discussion related to such documents. The provisions of this Section shall govern over any conflicting provisions in the Agreement.

j. Federal contract provisions required by Appendix II to 2 CFR Part 200 (2 CFR § 200.327), as applicable:

Agreement No.32400391

(i) Remedies for Breach - Appendix II to Part 200, Subd. (A). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section 43 of the Agreement provide remedies and penalties for breach of the Agreement.

(ii) Termination for Cause/Convenience - Appendix II to Part 200, Subd. (B). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section 21 and 43 of the Agreement include remedies for breach and termination for cause and convenience.

(iii) Equal Employment Opportunity - Appendix II to Part 200, Subd. (C). Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of a "federally assisted construction contract" in 41 CFR § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 CFR Chapter 60:

During the performance of this Agreement, Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

D. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and

will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Consultant will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

Agreement No.32400391

assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(iv) Davis-Bacon and Copeland "Anti-Kickback" Act - Appendix II to Part 200, (Subd. (D)). Not applicable to the CSLRF (See Final Rule Guidance).

(v) Contract Work Hours and Safety Standards Act – Appendix II to Part 200 (Subd. (E)). Applicable to all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence).

A. Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated herein by this reference.

B. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

(vi) Rights to Inventions Made Under a Contract or Agreement - Appendix II to Part 200 (Subd. (F)). Contracts or agreements for the performance of experimental, developmental, or research work (meeting the definition of "funding agreements" (see 37 CFR Part 401)) shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

(vii) Clean Air Act and Federal Water Pollution Control Act - Appendix II to Part 200 (Subd. (G)).

A. For all contracts in excess of \$150,000, Contractor agrees to comply with: (1) all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; and (2) all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. Contractor further agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

(viii) Debarment and Suspension - Appendix II to Part 200 (Subd. (H) and requirements and certification as specified in Subsection 5.b.(iv) of this Section E). (ix) Byrd Anti-Lobbying Amendment – Appendix II to Part 200 (Subd.(I)) and Subsection 5.b.(vii) of this Section E).

A. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

B. Contractor shall file the required certification, ATTACHMENT D-4, Certification Regarding Lobbying, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000.

(x) Procurement of Recovered Materials - Appendix II to Part 200 (Subd. (J) and 2 CFR § 200.323).

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpgprogram>.

(xi) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Appendix II to Part 200 (Subd. (K) and 2 CFR § 200.26). Contractor is prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain;

B. Extend or renew a contract to procure or obtain; or

C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or

the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(xii) Domestic Preferences for Procurement – Appendix II to Part 200 Subd. (L) and 2 CFR § 200.322.

A. As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

B. For purposes of this clause:

(1) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

k. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated herein by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of the Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Consultant shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to City for guidance. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause City to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

Consultant has Read and acknowledged this FEDERAL FUNDING/GRANT REQUIREMENTS RIDER

The following Attachments are included and must be completed by Consultant and returned to the City:

Attachment D-2 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

Attachment D-3 - S/M/WBE AND LSA FIRM OUTREACH PLAN; and

Attachment D-4 - NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

Agreement No.32400391

D-1 CITY AWARD

[INSERT CITY DOCUMENTS]

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS (
City Signature Document and the Requirements Document)

U.S. DEPARTMENT OF THE TREASURY CORONOVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS (city signed document)

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Oxnard

5/11/2021

Recipient

Date

DocuSigned by:

Alexander Nguyen

50594C854EF444A...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California, 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
50594C854EF444A...

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

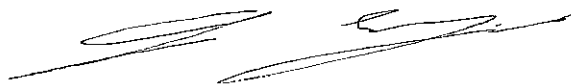
Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Alexander Nguyen
Authorized Representative Title: City Manager
Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
Date Signed: May 17, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Oxnard by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Oxnard (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

ATTACHMENT D-2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a

participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Name (Typed)

Title and Organization Name (Typed)

Signature

Date

**ATTACHMENT D-3
S/M/WBE AND LSA FIRM OUTREACH PLAN**

Project Number: _____

Consultant: _____

Submittal #: _____

In this section, the Consultant is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome

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3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permissible, were established in a way that would encourage participation by S/M/WBEs and LSAs.

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

ATTACHMENT D-4
NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Consultant's Authorized Officer

Date

Name and Title of Consultant's Authorized Officer

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND ARDURRA GROUP, INC.**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Ardurra Group, 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."

RECITALS:

WHEREAS, the City received funds through the American Rescue Plan Act (ARPA) and intends to use a portion of the City's ARPA funds for project and construction management services for implementation of the citywide wayfinding program ; and

WHEREAS, the City desires at this time to implement the citywide wayfinding program identified as ARPA Project #20; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide Project Management and Construction Management Services for the citywide wayfinding project (ARPA Project #20) on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement and the ARPA funding requirements.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. **SUMMARY DESCRIPTION OF SERVICES.** Project management and construction management services for the American Rescue Plan Act (ARPA) citywide wayfinding project (ARPA Project #20)

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

Ardurra Group, Inc. ("CONSULTANT"), a corporation of the State of California, located at 4921 Memorial Highway, Suite 300, Tampa, FL 33634

4. TERM OF AGREEMENT: From February 21, 2024 to June 30, 2025

4.1 Time is of the essence in this Agreement.

4.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the 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: **\$119,000**

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-A
Exhibit D: Federal Funding / Grant Requirements Rider

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:

Name: Ashley Golden

Title: Assistant City Manager

Phone: 805-385-7478

Email: ashley.golden@oxnard.org

Mailing Address (if differs from above):

CONSULTANT Designated Representative:

Name: Lisa M. Penna

Title: Regional Director

Phone: 949-482-0027

Email: lpenna@ardurra.com

Mailing Address (if differs from above):

3737 Birch Street, Suite 250

Newport Beach, CA 92660

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 13 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 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, then this Agreement shall not be extended.**

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

This Agreement and associated Scope of Work is being funded in whole or in part with federal assistance under the American Rescue Plan Act (the "ARPA") Pub. L. No. 117-2 (March 11, 2021); specifically, Sections 602 and 603 of the Social Security Act (the "Act") as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"). A federal Funding/Grants Requirement Rider is attached hereto [in its entirety] as Exhibit D and incorporated herein by this reference. Consultant shall comply with all requirements and provisions of Exhibit "D".

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 a 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 b 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. [RESERVED]

26. [RESERVED]

27. [RESERVED]

28. CONFLICT OF INTEREST

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

29. 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.

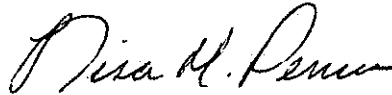
[Signatures on next page]

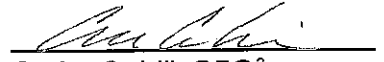
In **witness** whereof, the Parties have entered into this Agreement effective on the date as written in section 4 and upon signature of all Parties.

CITY OF OXNARD

ARDURRA GROUP, INC.

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

 01/22/2024
Lisa Penna, Vice President Date

 01/22/2024
Cathy Cahill, CFO³ 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 Ardurra Group, Inc.)

SCOPE OF SERVICES

City Project Manager: Ashley Golden, ashley.golden@oxnard.org, 805-385-7478

The project/construction manager (Consultant) shall be Seth Jenison. Any substitution or use of another consultant requires the City's written approval in advance.

The Consultant shall be involved in every phase of the project to assure the project is progressing to meet the City's goals for prompt completion. The Consultant shall be responsible for the following tasks to be undertaken for each phase of the project:

- Overseeing the permit approval process
- Developing traffic control plans as needed for permit approval
- Following through with securing encroachment permits
- Assisting with securing building permits, as needed
- Assisting with development of the bid package and preparing the project to advertise as needed, directed by City staff
- Providing general construction management services

Consultant may be involved in additional tasks outlined in this Scope of Work, including change order review/dispute resolution, document control, materials testing services, and project close out.

Design Phase

Every effort must be made to stay within the scope of the approved project. Any deviations from the scope must be approved by the City. Tasks in this phase include:

1. Oversight and management of the design team
2. Monitoring the development of the design drawings and technical specifications
3. Technical review of the design plans, including review and approval for compliance with applicable city codes and public works construction practices and standard drawings. This review does not include code compliance such as permitting through the City's Community Development Department
4. Quality control plan check, value engineering, and reviewing cost estimates
5. Budgeting and funding control to make sure the project is completed within available budget during every phase of work
6. Coordination of required permitting from various city departments including building permits, encroachment permits, or any other required permits from the City or any external agency, such as the County or CalTrans, with the design team for requested or required modifications to the design drawings
7. Development of traffic control plans as needed for permit approval

8. During the plan preparation phase, Consultant will hold weekly meetings with City staff and design team, and prepare and make presentations to the City Council on the project, as required by City staff. Consultant will prepare Council staff reports as requested by City Staff and shall be available in person or remotely to present to the City Council the completed Plans, Specifications and Estimates project documents including design and construction phase information.

Bidding and Advertising Phase

Support will be provided, as needed, during the bidding and advertising phase. City staff will manage this process, and support will be provided at the staff's direction. Consultant will complete the following tasks as needed and assigned by City staff:

1. Prepare items to be posted on the city's website to provide project information.
2. Prepare all items requested by City staff that are required for the construction project "bid package" including but not limited to plans, specifications, working details, timelines.
3. Prepare for, and if requested by staff, conduct a pre-bid meeting. Consultant will outline specific project requirements, locations, answer bidder questions or assist City staff in responding to written requests from prospective bidders, and attend the pre-construction meetings with awarded Contractor prior to the notice to proceed being issued. A list of invitees and other attendees will be distributed.
4. Prepare the council staff report, as requested by City staff, and shall be available in person or remotely to present to City Council information regarding the award to contract to the lowest responsible qualified bidder for construction.
5. During the bidding process, consultant will be available to assist City staff in preparing answers to bidders' questions, prepare drafts of addenda, or preparation of any additional information including but not limited to requests for clarification. During the construction phase, consultant will also provide supplemental support to the City and construction management section for construction inquiries.
6. Review submittals and shop drawings for compatibility with design along with design engineer.
7. When requested by City staff, consultant shall review and provide recommendations or draft responses for change order requests or proposals.
8. Perform final review/evaluation during the design and construction phases, and assist with the preparation of punch list for work deficiencies prior to the completion of the construction phase.
9. Coordinate creation of the record drawings of the completed projects based upon the redlined set of as-built plans.

Construction Phase

Consultant will perform the construction management and administration of the project and perform the tasks outlined in this section:

1. Attend and chair weekly, bi-weekly or monthly project meetings with the contractors and stakeholders. Consultant will prepare the agenda and discuss schedule, cost estimating and budgeting, changes, contractor and subcontractor evaluation and selection, safety issues, etc. This has proven to be an important step to getting the project on schedule early

2. Coordinate with City staff, contractors when applicable, agencies, and project stakeholders. Consultant will coordinate any work with other agencies to maximize contractor efficiency and keep the project on schedule.
3. Prepare weekly status reports and statements of working days and any other statements that are required by the City.
4. Participate in field meetings and document issues, findings, direction, changes, etc., and develop solutions.
5. Provide direct supervision, scheduling and problem resolution for the contractor
6. Maintain Engineer's Report, and recording work in progress, which may include the hours worked by staff and equipment.
7. Contract Time Monitoring which will include reviewing working days, contract time requirements, and documentation of time extensions.
8. Assist the City with securing "Specialty Inspection and Testing", and "Construction Soils Engineer" through the City's on-call list of consultants. Consultant will be responsible for soliciting proposals from qualified firms from the City's list of on-call consultants for these specialty services and select the most qualified firm for each service based on a specific scope. The City will then review the proposals and make final selection of consultant(s). Consultant will be responsible for managing these specialty service subconsultants.

Change Order Review/Dispute Resolution

Consultant will assist City staff with project administration and review any requests for contract change orders, additional work, disputed work or any other project work issue and shall verify whether the work is necessary and/or outside of the contract, and will prepare a negotiated response for the City's review and approval regarding the best way, from the City's perspective, to pay for the work, whether that is time and materials, unit prices, or a negotiated amount. Consultant will advise the City as to the change orders' effect on the contract time and cost. Consultant can perform independent estimates of proposed change order work when necessary or when directed by the City. Consultant will then make a recommendation for approval, which will ultimately need approval by the Public Works Director. Any claim or request for dispute resolution received by the consultant shall be immediately provided to the Public Works Director and the City Attorney's Office.

Materials Testing Services

Consultant will work with the Materials Testing Firm designated by the City and will monitor all testing services during construction.

Project Close-Out

- Coordinate a final walkthrough with the City, Contractor, Design Engineer, and other involved project personnel and develop a punch list of incomplete or deficient work.
- Make recommendations to the City regarding final project approval and acceptance and prepare a Notice of Completion for signature by the Public Works Director.
- Prepare recommendations regarding the final progress payment request and assist the City during the project warranty period, if needed.
- Prepare required documentation for project closeout and deliver said documentation to the City.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Ardurra Group, Inc.)**

SCHEDULE OF COMPENSATION

Consultant's assumed level of effort will be approximately 10 hours per week for approximately fifteen (15) months or until June 30, 2025, to successfully manage this project. The level of effort may vary in some weeks based on the phase of the project and this amount is a not-to-exceed fee.

Consultant Name	Weekly Structure	Hourly Rate	Anticipated Project Hours	Fee Total
Seth Jenison	10 hours/week for approximately 15 months	\$170.00	700	\$119,000

Work Schedule

Consultant will complete tasks outlined in Exhibit A to meet the City's goal of project completion by June 30, 2025. These tasks will require up to 10 hours/week. Level of effort may vary week to week but shall not exceed 10 hours/week or the total not-to-exceed amount of the contract.

EXHIBIT C

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Ardurra Group, Inc.)**

INSURANCE REQUIREMENTS (INS-A)

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 D

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Ardurra Group, Inc.)**

FEDERAL FUNDING/GRANT REQUIREMENTS RIDER

1. Consultant is hereby advised and acknowledges that the Project, and any agreement or contract awarded pursuant to this RFP, is being funded in whole or in part with federal assistance under the American Rescue Plan Act (the "ARPA") Pub. L. No. 117-2 (March 11, 2021); specifically, Sections 602 and 603 of the Social Security Act (the "Act") as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the "CSLFRF"). Such funding is provided in accordance with and is subject to the terms and conditions of the CSLFRF financial assistance agreement between the U.S. Department of the Treasury ("Treasury") and the City, signed May 11, 2021 (the "City Award"). The City Award is attached to this Exhibit D as ATTACHMENT D-1 and is expressly incorporated herein by reference.

2. For purposes of this Section E, the term "Contractor" shall mean and include "Consultant".

3. Consultant agrees to comply with the laws, provisions, and regulations listed herein; all other applicable federal statutes, regulations, and executive orders; and to further provide for such compliance in any agreements/contracts it enters into with other parties (by inserting a provision into any subcontracts or subconsultant agreements making them subject to all of the provisions stipulated herein) for any work or services relating to the Project.

4. Consultant acknowledges and agrees that the provisions of this Section E and its attachments shall be annexed as an Exhibit and made part of its Agreement with the City in the event of an award.

5. The laws, provisions, and regulations relating to this Project and with which Consultant is required to comply, include without limitation, all of the following:

a. The requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

b. Federal regulations specified in the City Award, which include without limitation, the following:

(i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to the City Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.

(ii) Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.

(iii) Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.

(iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is

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subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. Contractor must complete the certification in ATTACHMENT E-2 and comply with all provisions of said certification.

(v) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(vi) Government wide Requirements for Drug-Free Workplace, 31 CFR Part 20.

(vii) New Restrictions on Lobbying, 31 CFR Part 21, pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 3152). See provisions in Subsection j.(ix) below for requirements and required certification.

(viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(ix) Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to the Project and Consultant, including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance (see subdivision d, below for required assurances);

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

d. The Civil Rights Restoration Act of 1987 which require the following assurances:

(i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

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(ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Consultant shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Consultant's programs, services, and activities.

(iii) Consultant agrees to consider the need for language services for LEP persons when Consultant develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

(iv) Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees, and assignees for the period in which such assistance is provided

(v) Consultant acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances (i)-(iv) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant the Consultant's sub-grantees, contractors, subcontractors, subconsultants, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

e. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 CFR Section 200.321.

(i) If subcontracts are to be let, Consultant must take all affirmative steps pursuant to Section 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible. Affirmative steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

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E. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(ii) If selected for award, Consultant must submit a Small and Minority Businesses, Women's Business Enterprise (S/M/WBE) and Local Surplus Area (LSA) Firm Outreach Plan attached hereto as ATTACHMENT D3- within 30 days of contract execution to the City for approval. The City will accept the S/M/WBE and LSA Firm Outreach Plan or offer recommendations to ensure S/M/WBE and LSA Firm Outreach Plan includes all necessary affirmative steps to meet the intent of 2 CFR § 200.321. Consultant shall revise its S/M/WBE Outreach Plan to incorporate City input as applicable. Upon the City's acceptance of the S/M/WBE and LSA Firm Outreach Plan, Consultant shall submit updates to the City quarterly. S/M/WBE and LSA Firm Outreach Plan update should include efforts taken within the period to assure that minority businesses, women's business enterprises, and labor surplus area firms were utilized when possible.

f. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on- the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

g. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

h. Conflict of Interest. By submitting a Proposal and executing an agreement with the City, Consultant certifies that it that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant under the agreement or with respect to the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR Sections 200.112 and 200.318(c)). Consultant shall provide all additional information necessary for the City to fully assess and address such actual or potential conflict of interest and agrees to advise the City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution the agreement. Consultant further agrees to complete any statements of economic interest if required by either CITY ordinance or State law and further certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement and does not know of any fact which constitutes a violation of any conflict of interest law, including Section 87100 et seq. or Section 1090 et seq. of the California Government Code.

i. Records Retention and Access. Consultant certifies that it will comply with the records retention and access requirements detailed in 2 CFR § 200.334 and 200.337, as well as any additional requirements that may be imposed by the Act or Treasury regulations. Contractor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports for the Project, as applicable, and all other pending matters are closed. Consultant acknowledges and agrees that the Treasury, Inspectors General, the Comptroller General of the United States, the City, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of Consultant which are pertinent to the Project by virtue of the Federal award by which it is funded, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Consultant's personnel for the purposes of interview and discussion related to such documents. The provisions of this Section shall govern over any conflicting provisions in the Agreement.

j. Federal contract provisions required by Appendix II to 2 CFR Part 200 (2 CFR § 200.327), as applicable:

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(i) Remedies for Breach - Appendix II to Part 200, Subd. (A). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section 43 of the Agreement provide remedies and penalties for breach of the Agreement.

(ii) Termination for Cause/Convenience - Appendix II to Part 200, Subd. (B). The Terms and Conditions in Section C of the RFP, as well as the provisions of Section 21 and 43 of the Agreement include remedies for breach and termination for cause and convenience.

(iii) Equal Employment Opportunity - Appendix II to Part 200, Subd. (C). Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of a "federally assisted construction contract" in 41 CFR § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 CFR Chapter 60:

During the performance of this Agreement, Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

D. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Consultant will comply with all provisions of Executive Order 1124 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and

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will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Consultant will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory

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assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(iv) Davis-Bacon and Copeland "Anti-Kickback" Act - Appendix II to Part 200, (Subd. (D)). Not applicable to the CSLRF (See Final Rule Guidance).

(v) Contract Work Hours and Safety Standards Act – Appendix II to Part 200 (Subd. (E)). Applicable to all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence).

A. Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated herein by this reference.

B. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

(vi) Rights to Inventions Made Under a Contract or Agreement - Appendix II to Part 200 (Subd. (F)). Contracts or agreements for the performance of experimental, developmental, or research work (meeting the definition of "funding agreements" (see 37 CFR Part 401)) shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

(vii) Clean Air Act and Federal Water Pollution Control Act - Appendix II to Part 200 (Subd. (G)).

A. For all contracts in excess of \$150,000, Contractor agrees to comply with: (1) all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; and (2) all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. Contractor further agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

(viii) Debarment and Suspension - Appendix II to Part 200 (Subd. (H) and requirements and certification as specified in Subsection 5.b.(iv) of this Section E). (ix) Byrd Anti-Lobbying Amendment – Appendix II to Part 200 (Subd.(I)) and Subsection 5.b.(vii) of this Section E).

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A. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

B. Contractor shall file the required certification, ATTACHMENT D-4, Certification Regarding Lobbying, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000.

(x) Procurement of Recovered Materials - Appendix II to Part 200 (Subd. (J) and 2 CFR § 200.323).

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpgprogram>.

(xi) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Appendix II to Part 200 (Subd. (K) and 2 CFR § 200.26). Contractor is prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain;

B. Extend or renew a contract to procure or obtain; or

C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115- 232; section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or

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the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(xii) Domestic Preferences for Procurement – Appendix II to Part 200 Subd. (L) and 2 CFR § 200.322.

A. As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

B. For purposes of this clause:

(1) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

k. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated herein by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of the Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Consultant shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to City for guidance. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause City to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

Consultant has Read and acknowledged this FEDERAL FUNDING/GRANT REQUIREMENTS RIDER

The following Attachments are included and must be completed by Consultant and returned to the City:

Attachment D-2 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

Attachment D-3 - S/M/WBE AND LSA FIRM OUTREACH PLAN; and

Attachment D-4 - NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

D-1 CITY AWARD

Agreement No. 32400388

[INSERT CITY DOCUMENTS]

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIRMENTS (
City Signature Document and the Requirements Document)

U.S. DEPARTMENT OF THE TREASURY CORONOVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS (city signed document)

ATTACHMENT D-2

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Oxnard

5/11/2021

Recipient

Date

DocuSigned by:
Alexander Nguyen
50594C854EF444A...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California, 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
50594C854EF444A...

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

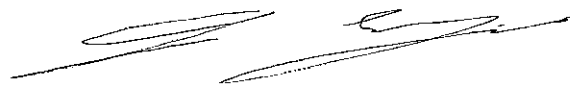
Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Alexander Nguyen
Authorized Representative Title: City Manager
Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
Date Signed: May 17, 2021

PAPERWORK REDUCTION ACT NOTICE

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**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Oxnard by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Oxnard (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a

participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Name (Typed)

Title and Organization Name (Typed)

Signature

Date

**ATTACHMENT D-3
S/M/WBE AND LSA FIRM OUTREACH PLAN**

Project Number: _____

Consultant: _____

Submittal #: _____

In this section, the Consultant is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome

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3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permissible, were established in a way that would encourage participation by S/M/WBEs and LSAs.

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

ATTACHMENT D-4
NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Consultant's Authorized Officer

Date

Name and Title of Consultant's Authorized Officer



CITYWIDE WAYFINDING PROGRAM

merJe

STEERING COMMITTEE

Representatives from the following groups comprised the Steering Committee:

- Visit Oxnard
- City of Oxnard: City Manager's Office
- City of Oxnard: Public Works Department
- Channel Islands Harbor
- Citizens for a Better Oxnard
- Downtown Oxnard
- Marine Emporium Landing
- Marriott
- The Collection at Riverpark
- West Ventura County Business Alliance
- Zachari Dunes on Mandalay Beach by Hilton

STAKEHOLDERS

Representatives from the following groups provided additional insights:

- California State Parks
- Residence Inn
- River Ridge Golf Club
- Mullin Automotive Museum
- City of Oxnard Cultural & Community Services Department
- Port of Hueneme
- Channel Islands National Park
- St. John's Regional Medical Center
- Chumash Bear Clan
- County of Ventura
- CalTrans

Existing Signage

Downtown

Channel Island



OXNARD WAYFINDING PROGRAM

Design Process

- 3 Design Options Reviewed by Steering Committee & Stakeholders
- Selected Design is being presented
- Coordinated with Gateway Program

Sign Planning

- Reviewed by Steering Committee & Stakeholders
- Secondary Gateways, Vehicular Signs, Pedestrian Signs, Kiosk & Parking

Next Steps

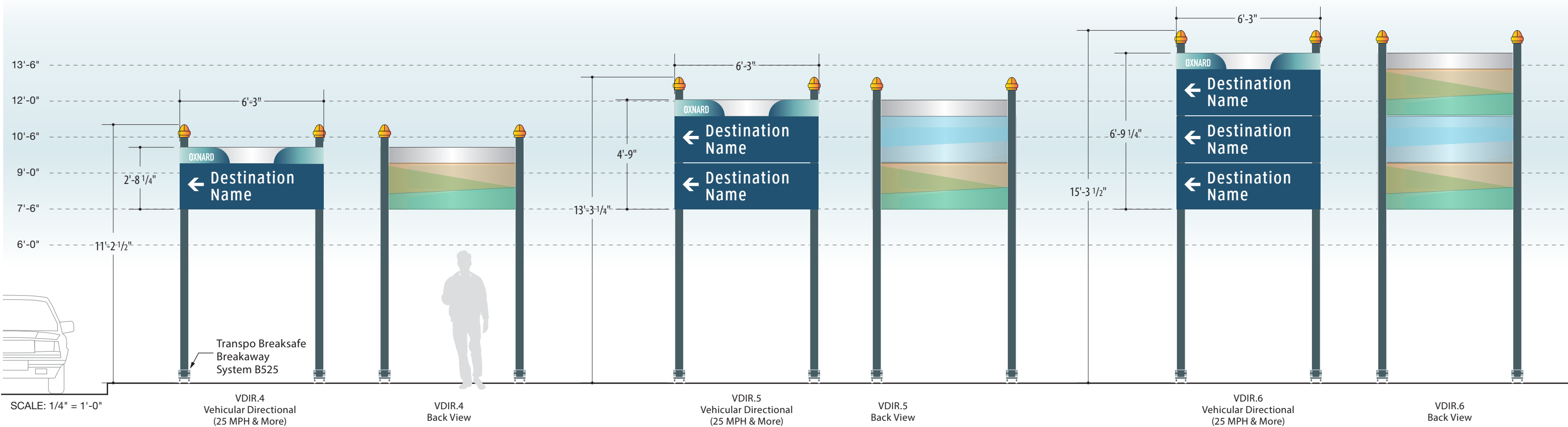
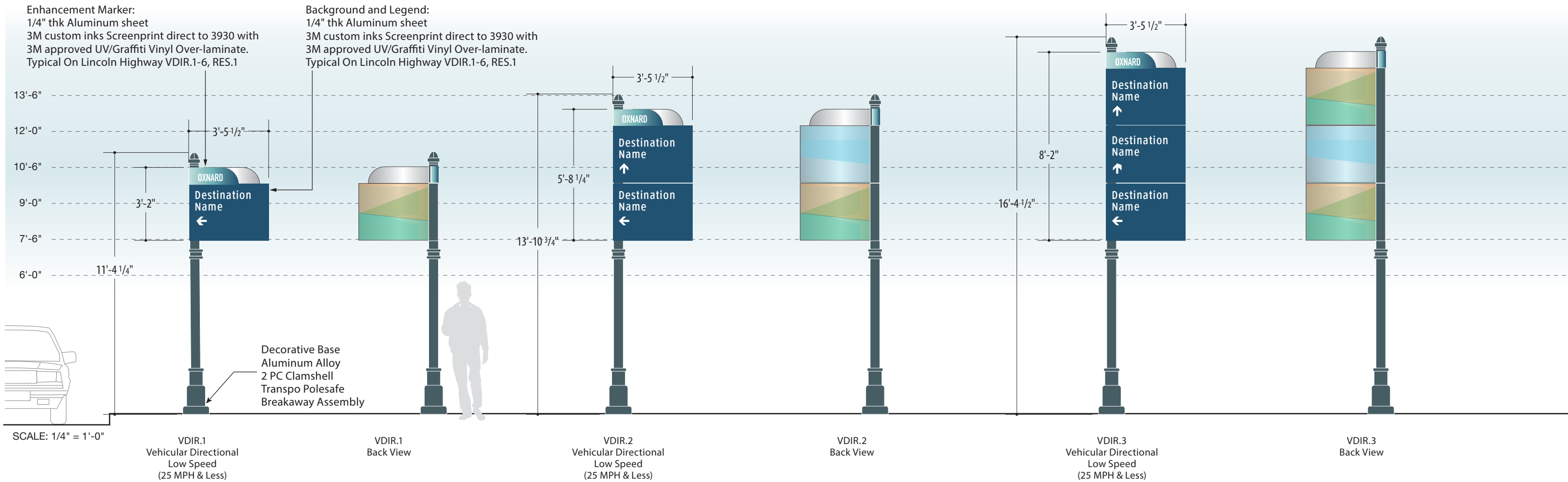
- CalTrans Review
- Field Survey of Locations
- Documentation & Engineering
- Bidding & Implementation

P R I O R I T Y 1

- Secondary Gateways
- Vehicular Directional

Enhancement Marker:
1/4" thk Aluminum sheet
3M custom inks Screenprint direct to 3930 with
3M approved UV/Graffiti Vinyl Over-laminate.
Typical On Lincoln Highway VDIR.1-6, RES.1

Background and Legend:
1/4" thk Aluminum sheet
3M custom inks Screenprint direct to 3930 with
3M approved UV/Graffiti Vinyl Over-laminate.
Typical On Lincoln Highway VDIR.1-6, RES.1



Citywide

13'-6"

12'-0"

10'-6"

9'-0"

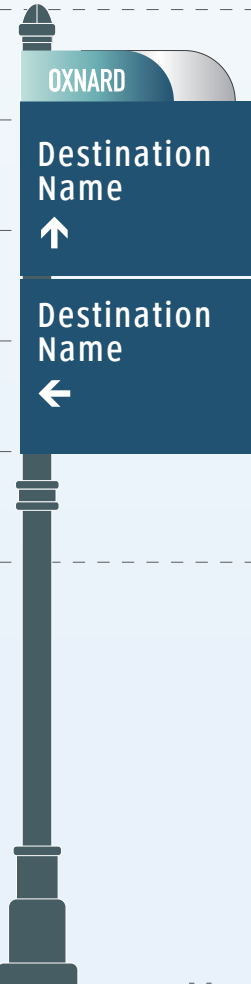
7'-6"

6'-0"

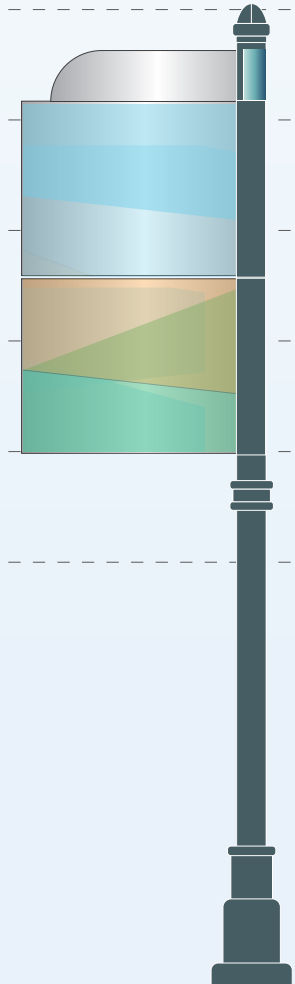


Vehicular Directional
High Speed
(25 MPH & More)

Downtown

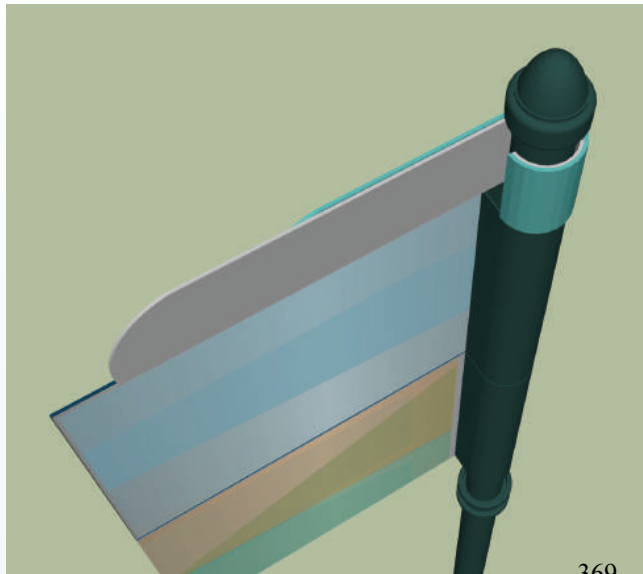


Vehicular Directional
Low Speed
(25 MPH & Less)



Back View

SCALE: 3/8" = 1'-0"

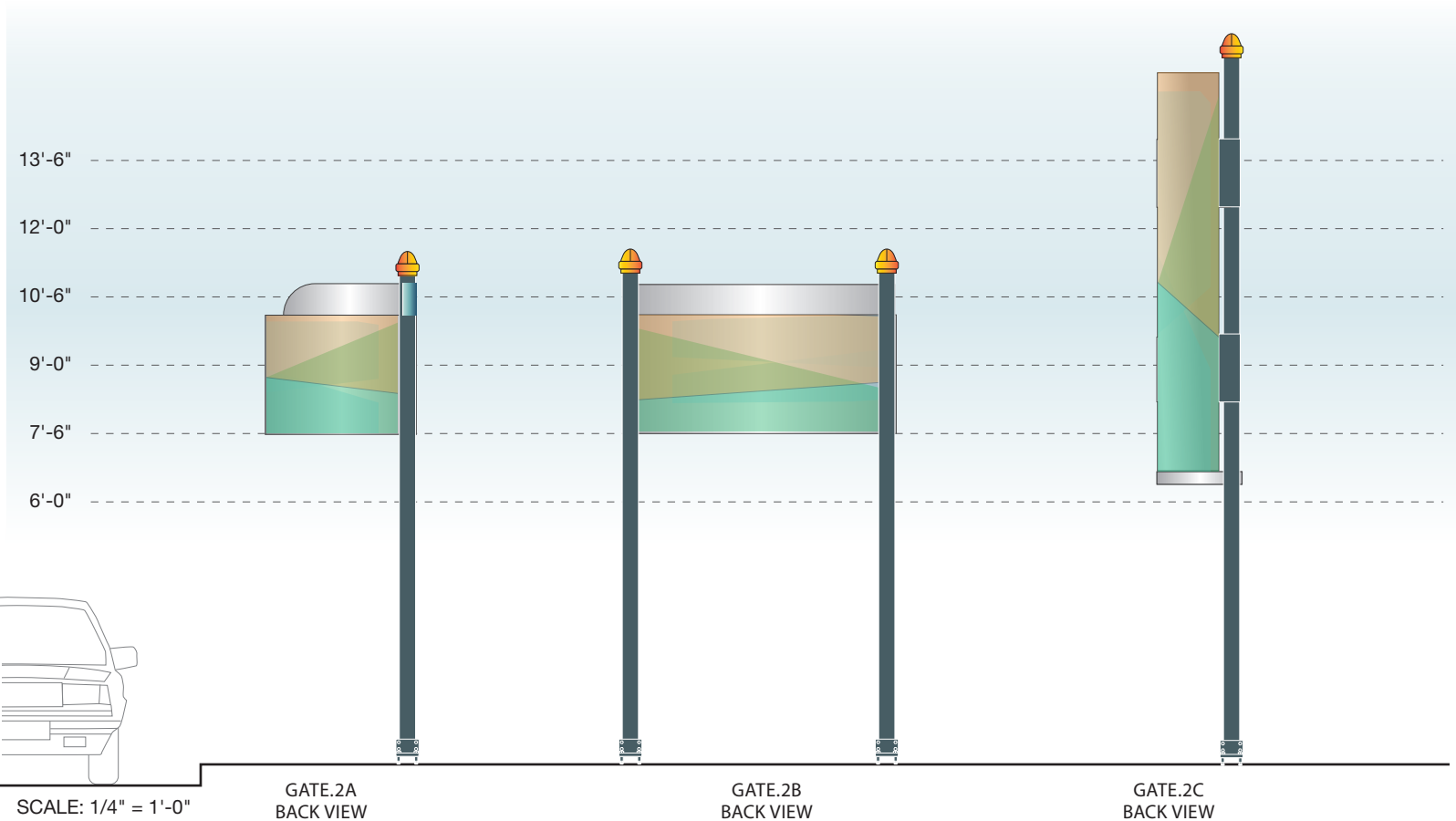
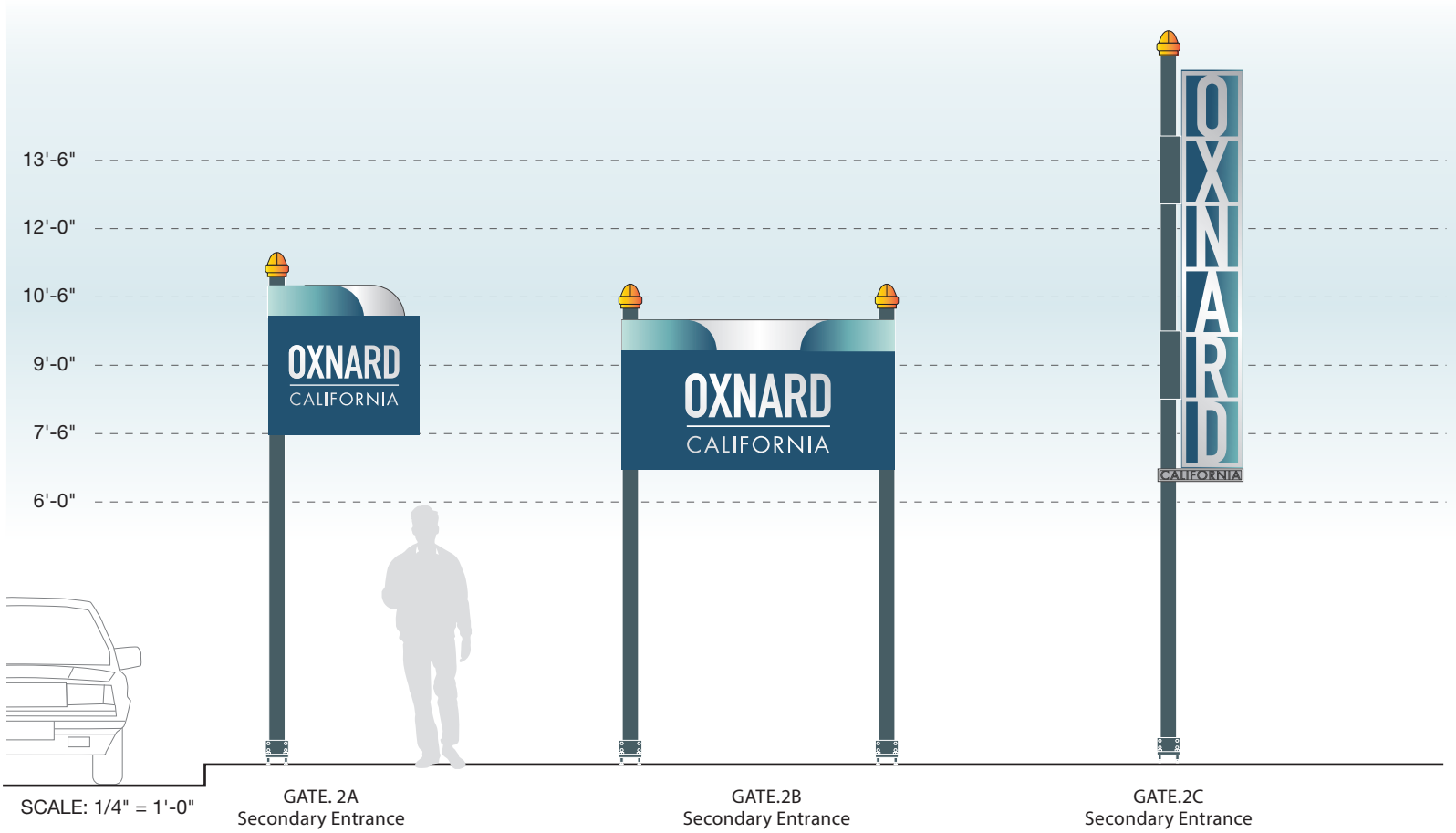


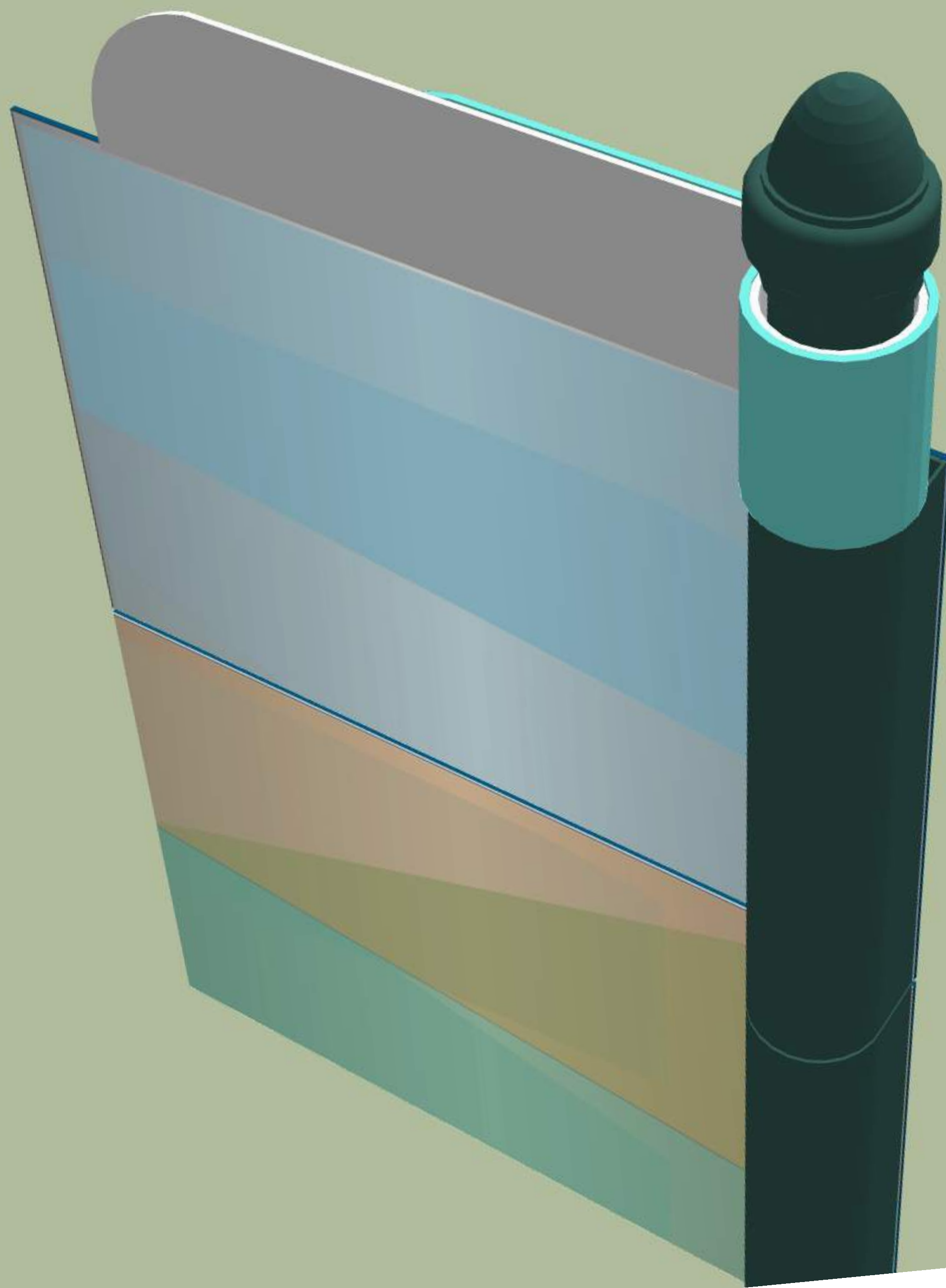


OXNARD

Beaches & Harbor →

River Ridge Golf Club →





P R I O R I T Y 2

- Pedestrian Directional
- Kiosk

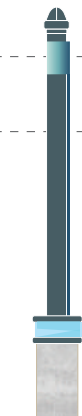
13'-6"
12'-0"
10'-6"
9'-0"
7'-6"
6'-0"



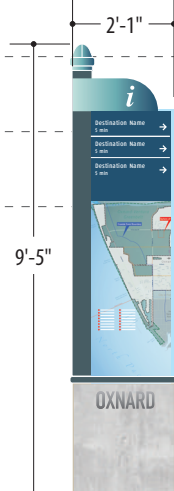
SCALE: 1/4" = 1'-0"



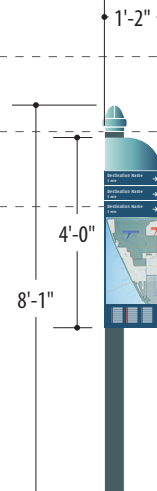
KIOSK.1
Information Kiosk
SIDE (A)
(2 Sided)



Side View



KIOSK.2
Information Totem
SIDE (A)
(4 Sided)



PDIR.1
Pedestrian
Directional



Side View



Back View



PDIR.2
Pedestrian
Directional



Side View



Back View



P R I O R I T Y 3

- Parking Directional
- Parking Lot / Garage Identification



PUBLIC
PARKING

CIVIC CENTER
LOT

OXNARD



SIGN LOCATION PLANS

GOVERNMENT

Colonia Branch Library

Civic Center

Downtown Post Office

Main Post Office

Naval Base / Seabee Museum

South Oxnard Branch Library

Downtown Library

South Oxnard Post Office

ZONES

Beaches/Harbor

Downtown

La Colonia

EDUCATION

Oxnard College

HISTORIC SITES

Carnegie Art Museum

Heritage Square

Historic District

Historic Farm Park

TRANSPORTATION

Channel Islands Harbor

Oxnard Airport

Oxnard Transit Center

COMMERCIAL

Marine Emporium Landing 

The Collection  

CULTURAL/ INST.

Channel Islands Maritime Mus

Colonia Recreation Ctr

Palm Vista Senior Center

Police Activities League

Performing Arts Center

South Oxnard Center

Wilson Senior Center

New Senior Ctr Name TBD

Mullin Auto Museum

PARKS & RECREATION

College Park

Del Sol Stadium

Hollywood Beach

Veterans Memorial Gym

Mandalay Beach

'olol'koy Beach Park

Ormond Beach

Plaza Park

River Ridge Golf Club

Seabridge Marina

Silver Strand Beach

Tennis Center

Baseball Fields

College Park Soccer Fields

Skate Park

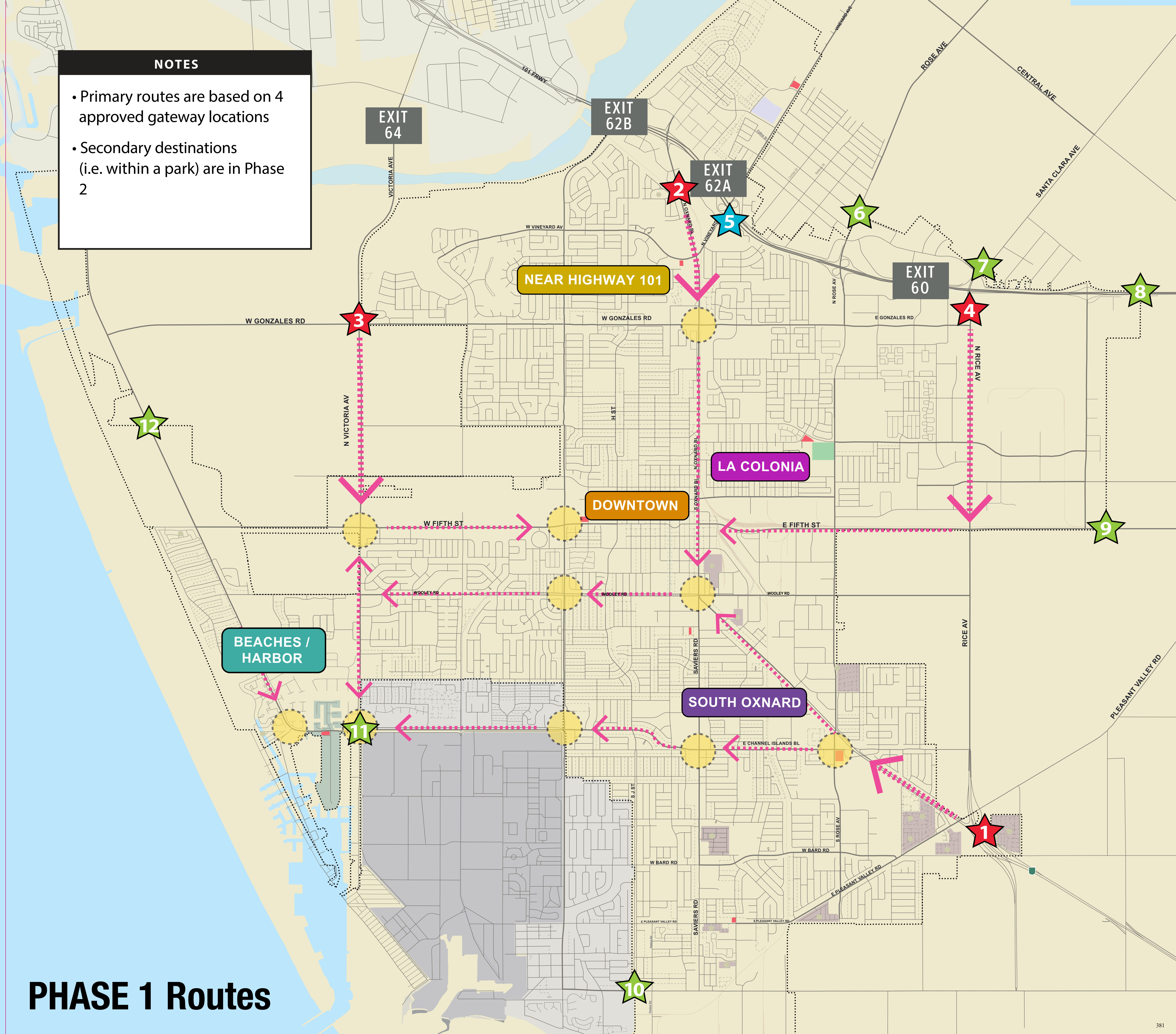
South Oxnard Aquatic Center

La Colonia Skate Park

NOTES

- Primary routes are based on 4 approved gateway locations
- Secondary destinations (i.e. within a park) are in Phase 2

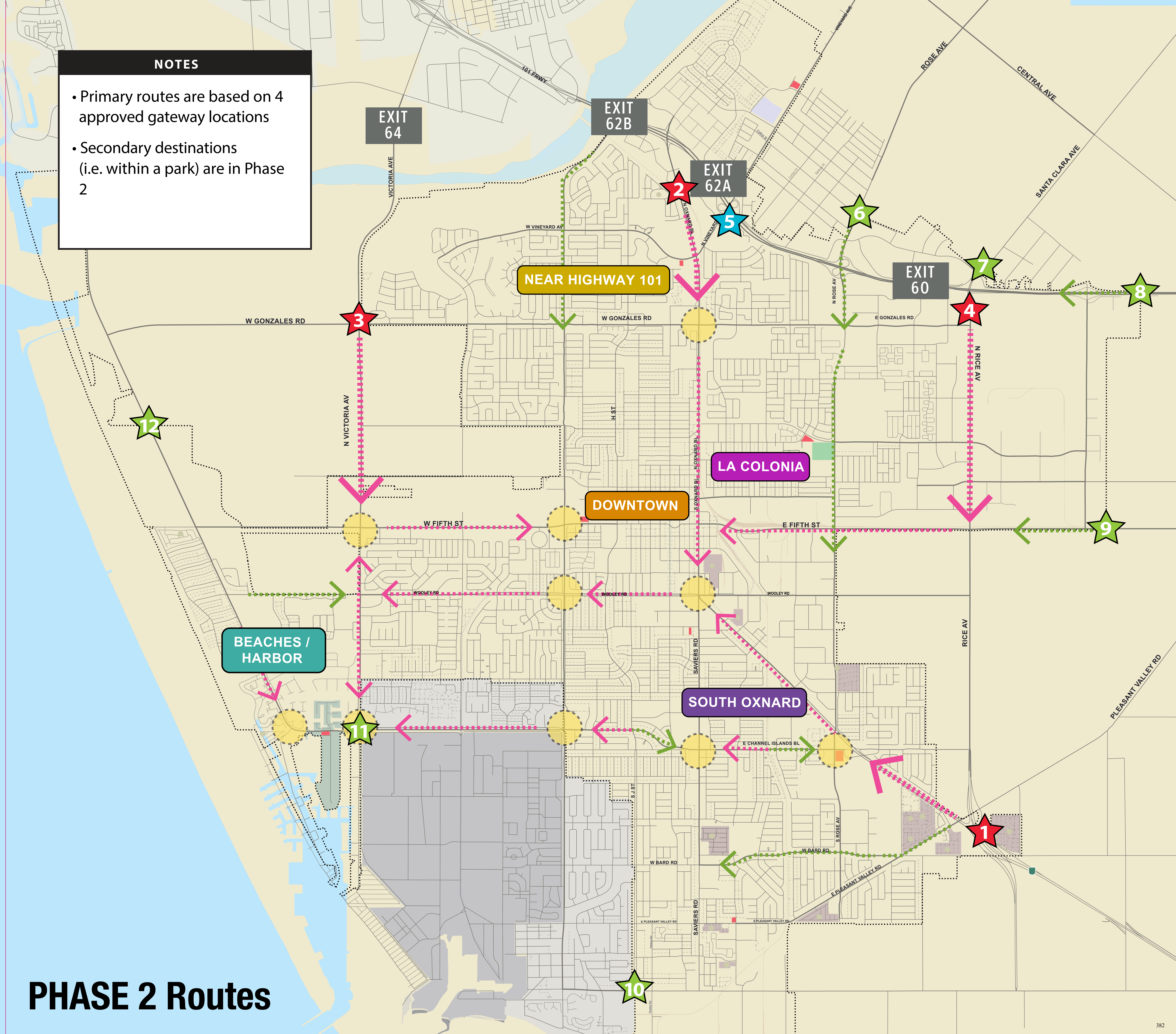
PHASE 1 Routes



NOTES

- Primary routes are based on 4 approved gateway locations
- Secondary destinations (i.e. within a park) are in Phase 2

PHASE 2 Routes



OXNARD, CA
Wayfinding & Signage Program

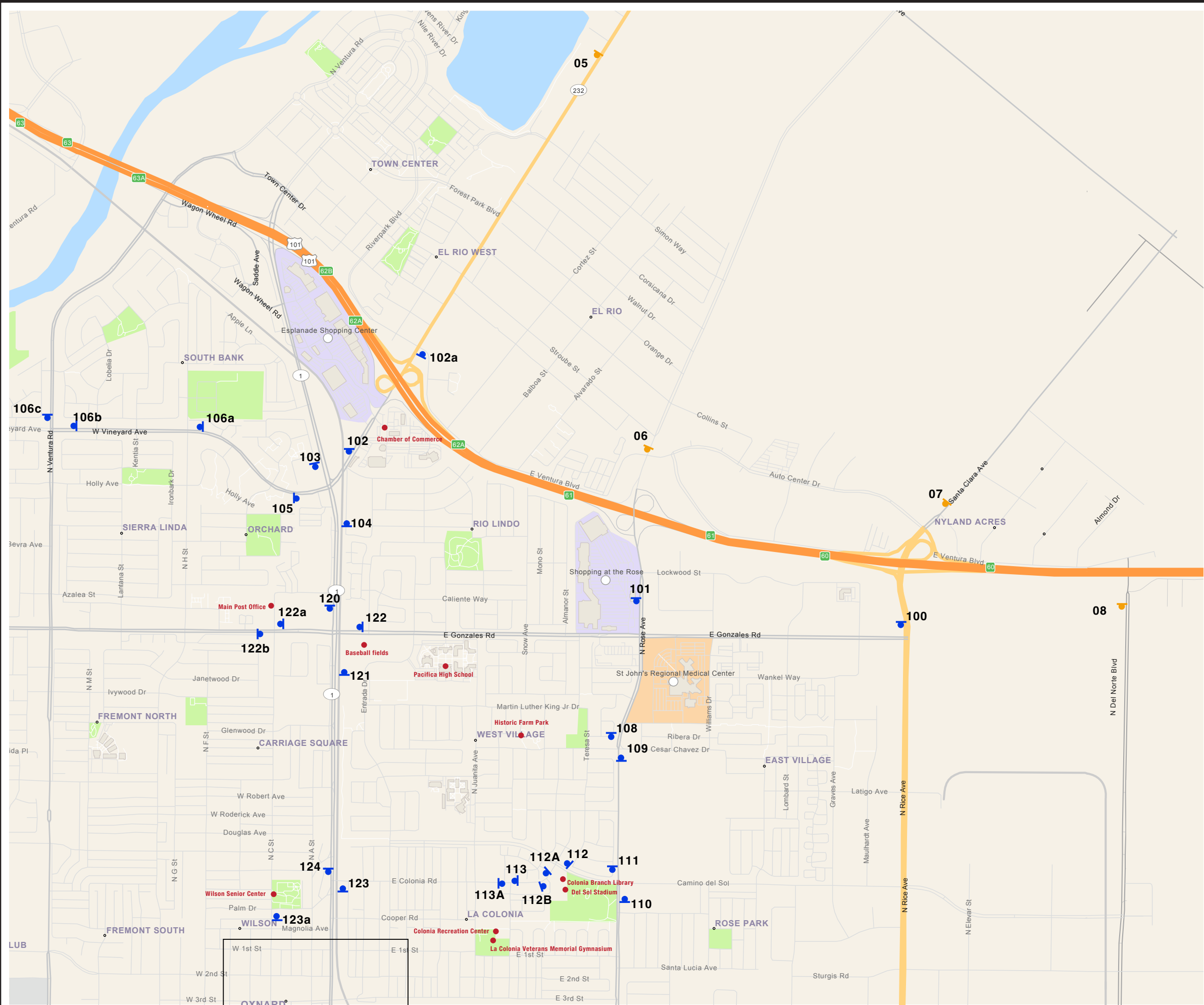
PROGRAMMING:
Sign Location Plan

Secondary V1

January 10, 2024

merJe

MERJE | ENVIRONMENTS & EXPERIENCES
120 North Church Street
Suite 208
West Chester, PA 19380
T 484.266.0648
www.merjedesign.com



SPECIFICATIONS

Refer to the Oxnard Wayfinding and Signage System design intent documentation for sign type drawings, material call-outs and installation methods.

Refer to the Oxnard Wayfinding and Signage System message schedule for all sign type messages, location numbers, quantities, and specific location details.

SIGNAGE LEGEND

05 - 11

Secondary Gateways

100

Vehicular Directional

500

Parking (not shown)

600

Pedestrian Kiosks

700

Pedestrian Directional

NOTES:

1. General sign locations are provided on these plan sheets.

2. The Message Schedule provides more detailed guidance of sign location in the Remarks column.

3. Refer to the Message Schedule for the final messages of each sign.

4. Utilize the above Legend to help determine sign types, and other details of location.

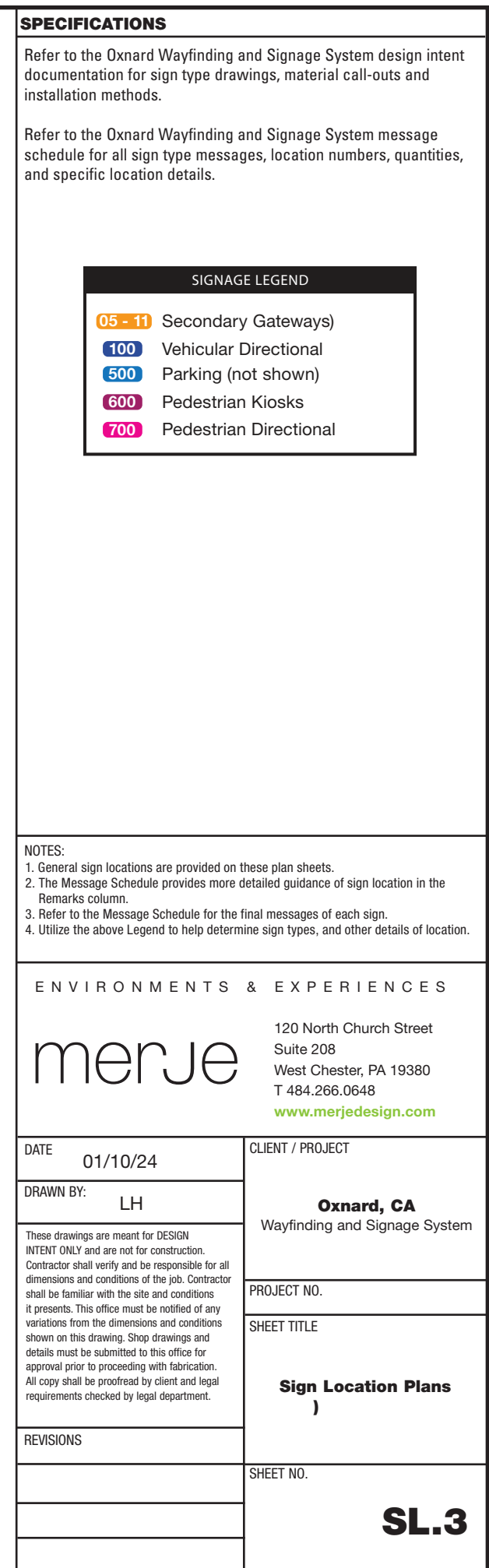
ENVIRONMENTS & EXPERIENCES

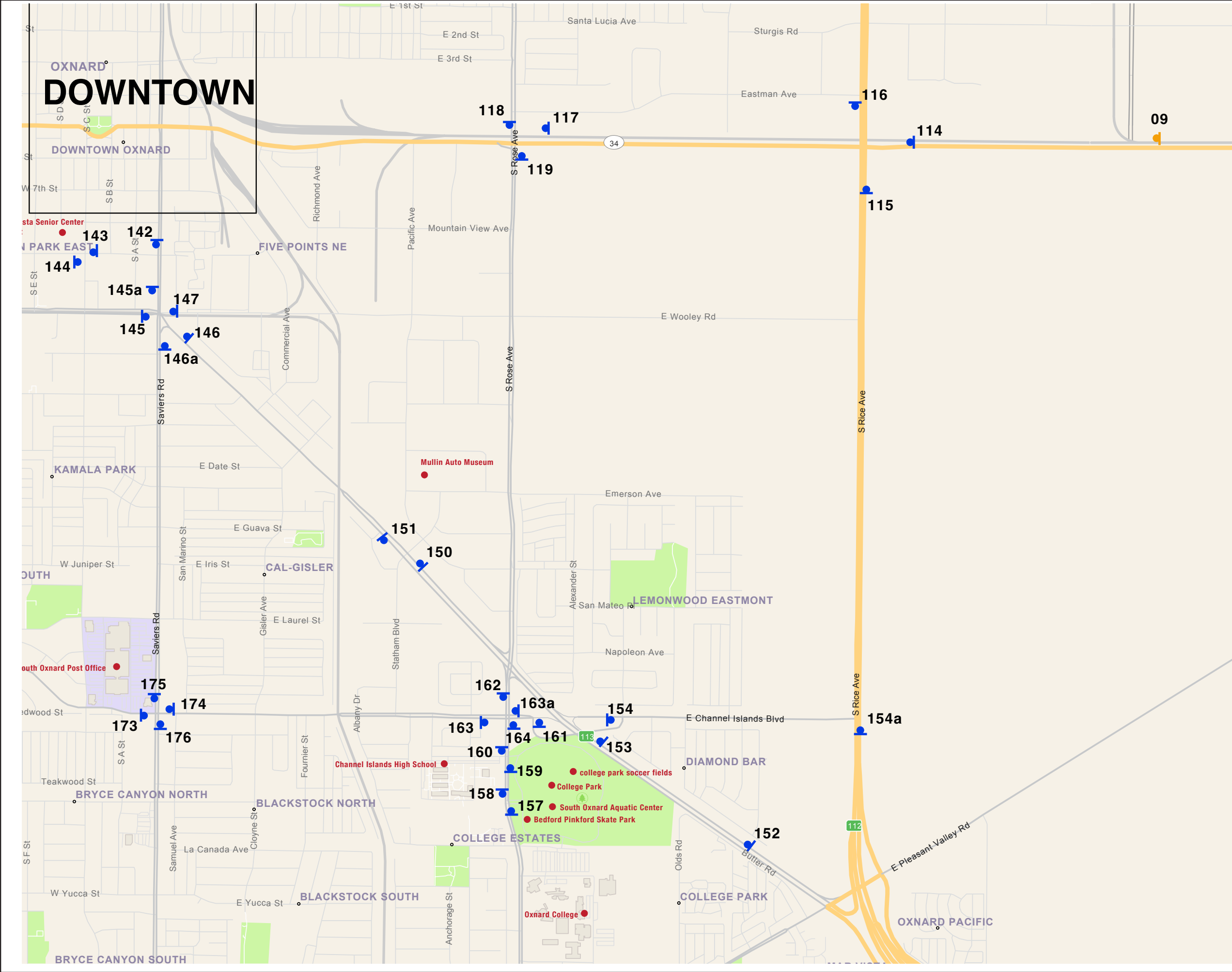
merJe

120 North Church Street
Suite 208
West Chester, PA 19380
T 484.266.0648
www.merjedesign.com

DATE	01/10/24	CLIENT / PROJECT
DRAWN BY:	LH	
These drawings are meant for DESIGN INTENT ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. This office must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to this office for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.		
PROJECT NO.		Wayfinding and Signage System
SHEET TITLE		
Sign Location Plans		
REVISIONS		SHEET NO.
		SL.2

384





SPECIFICATIONS

Refer to the Oxnard Wayfinding and Signage System design intent documentation for sign type drawings, material call-outs and installation methods.

Refer to the Oxnard Wayfinding and Signage System message schedule for all sign type messages, location numbers, quantities, and specific location details.

SIGNAGE LEGEND

05 - 11

Secondary Gateways

100

Vehicular Directional

500

Parking (not shown)

600

Pedestrian Kiosks

700

Pedestrian Directional

NOTES:

1. General sign locations are provided on these plan sheets.

2. The Message Schedule provides more detailed guidance of sign location in the Remarks column.

3. Refer to the Message Schedule for the final messages of each sign.

4. Utilize the above Legend to help determine sign types, and other details of location.

ENVIRONMENTS & EXPERIENCES

merJe

120 North Church Street
Suite 208
West Chester, PA 19380
T 484.266.0648
www.merjedesign.com

DATE

01/10/24

DRAWN BY:

LH

These drawings are meant for DESIGN INTENT ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. This office must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to this office for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

REVISIONS

CLIENT / PROJECT

Oxnard, CA
Wayfinding and Signage System

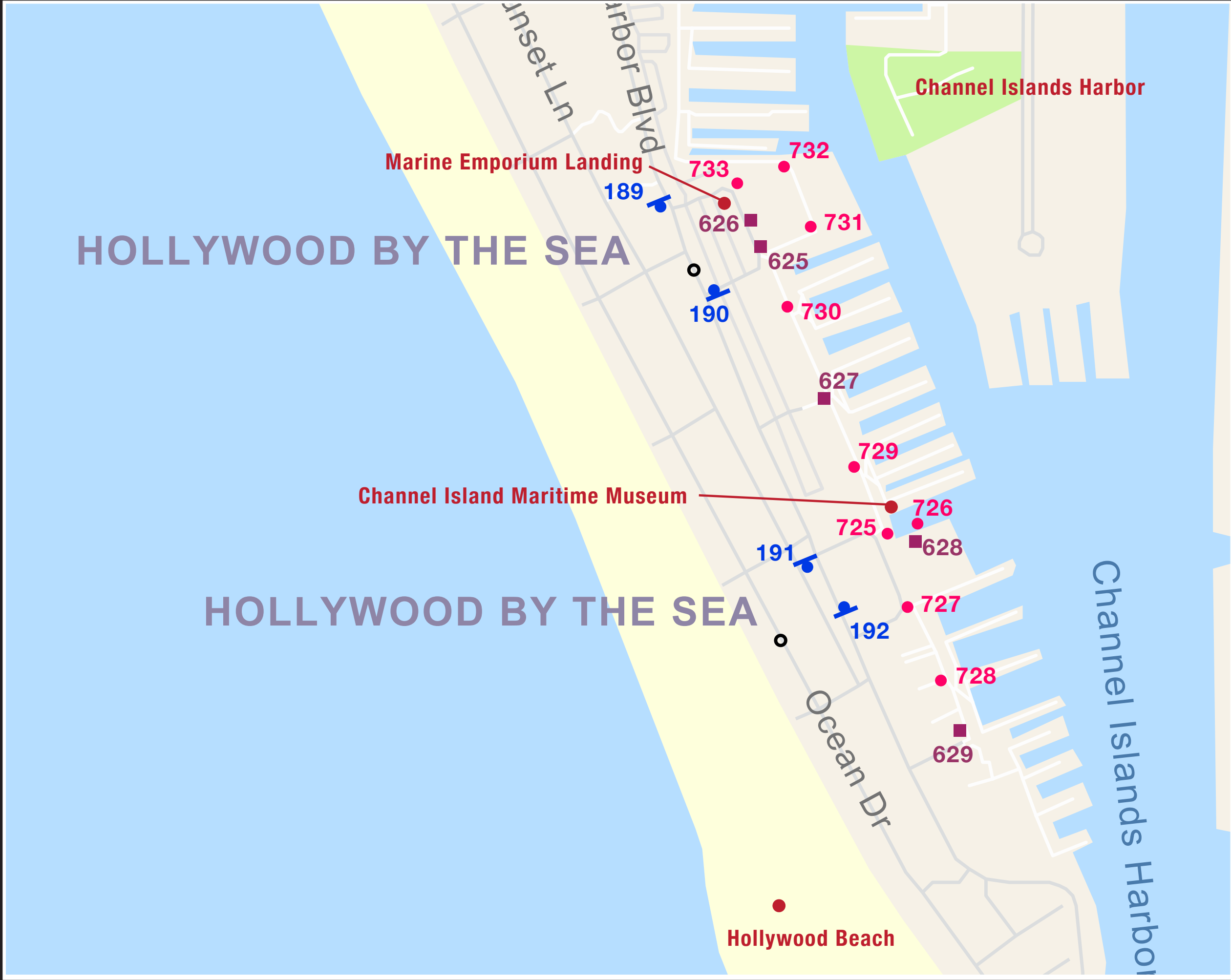
PROJECT NO.

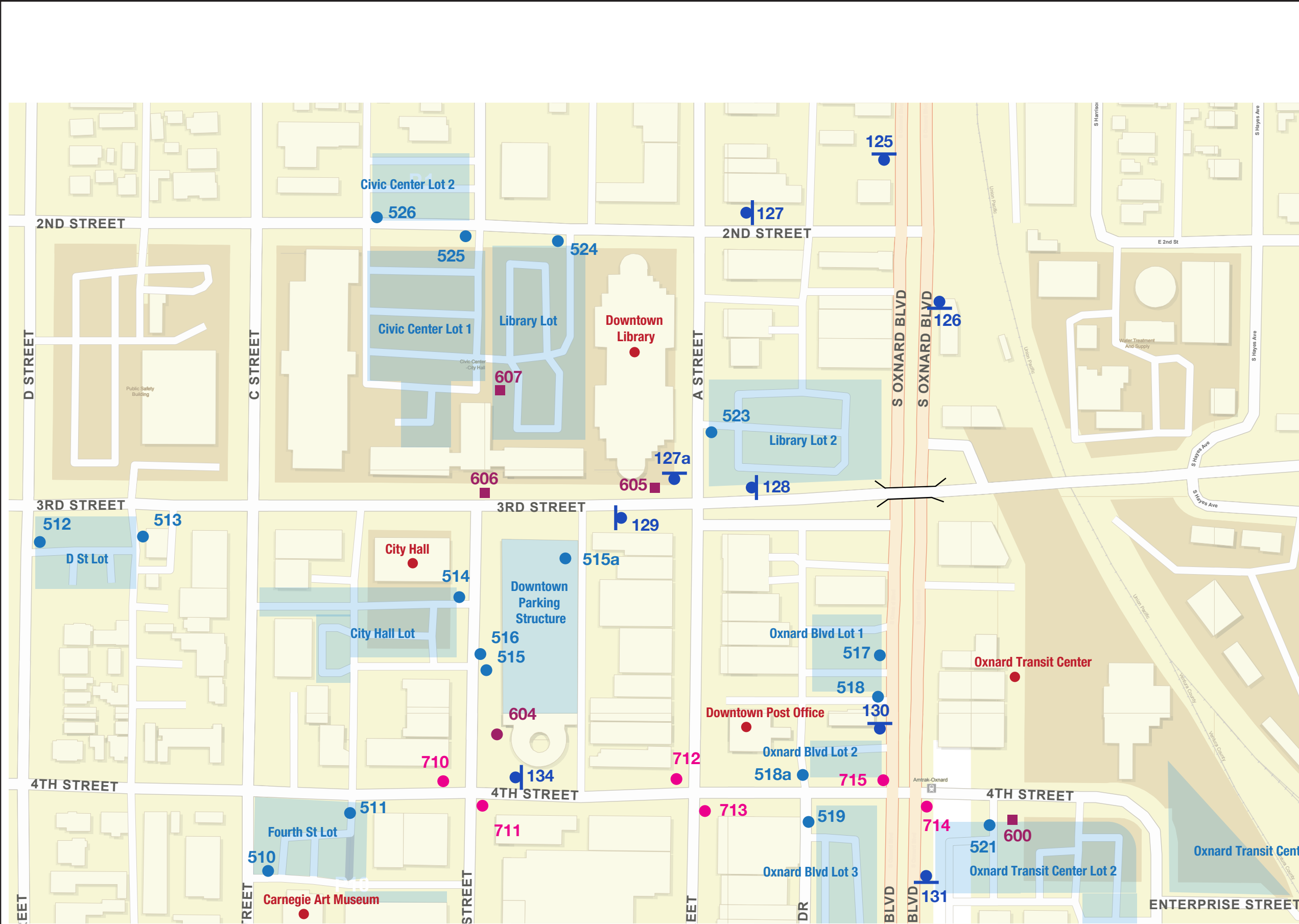
SHEET TITLE

Sign Location Plans

SHEET NO.

SL.4





SPECIFICATIONS

Refer to the Oxnard Wayfinding and Signage System design intent documentation for sign type drawings, material call-outs and installation methods.

Refer to the Oxnard Wayfinding and Signage System message schedule for all sign type messages, location numbers, quantities, and specific location details.

SIGNAGE LEGEND

05 - 11

Secondary Gateways)

100

Vehicular Directional

500

Parking (not shown)

600

Pedestrian Kiosks

700

Pedestrian Directional

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REVISIONS

CLIENT / PROJECT

Oxnard, CA
Wayfinding and Signage System

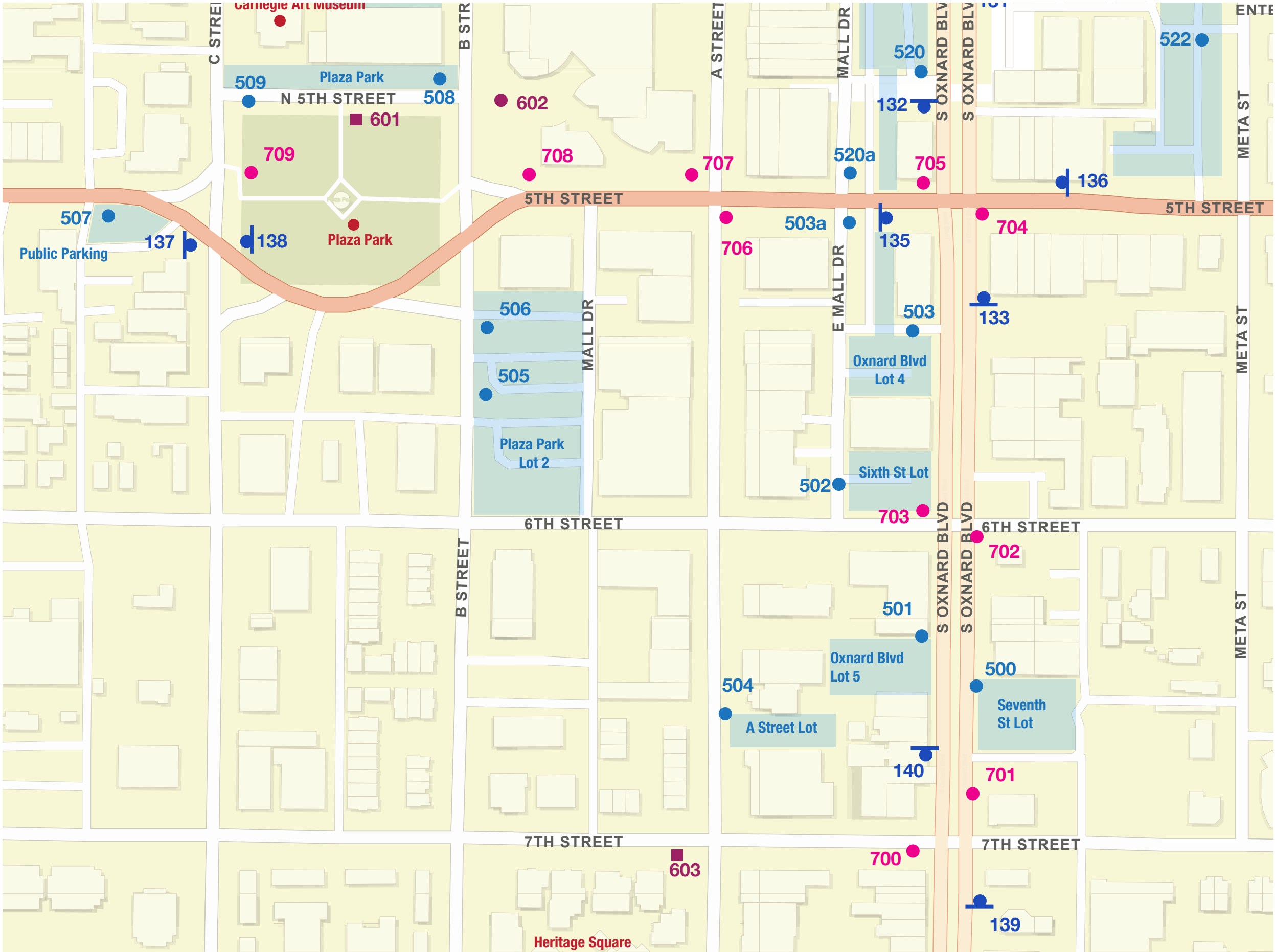
PROJECT NO.

SHEET TITLE

Sign Location Plans

SHEET NO.

SL.8



SIGNAGE LEGEND

05 - 11

Secondary Gateways)

100

Vehicular Directional

500

Parking (not shown)

600

Pedestrian Kiosks

700

Pedestrian Directional

Refer to the Oxnard Wayfinding and Signage System design intent documentation for sign type drawings, material call-outs and installation methods.

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REVISIONS		PROJECT NO.
		SHEET TITLE
		Sign Location Plans
		SHEET NO.
		SL.9

OXNARD WAYFINDING PROGRAM

Design Process

- 3 Design Options Reviewed by Steering Committee & Stakeholders
- Selected Design is being presented
- Coordinated with Gateway Program

Sign Planning

- Reviewed by Steering Committee & Stakeholders
- Secondary Gateways, Vehicular Signs, Pedestrian Signs, Kiosk & Parking

Next Steps

- CalTrans Review
- Field Survey of Locations
- Documentation & Engineering
- Bidding & Implementation

THANK YOU





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. I.2

DATE: February 20, 2024

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Oxnard Convention & Visitors Bureau Agreement (July 1, 2024 - June 30, 2030). (15 minutes)

RECOMMENDATION

That the City Council approve Agreement No. 32400300, a 5-year agreement totaling \$1,691,000, between the City of Oxnard and the Oxnard Convention and Visitors Bureau.

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on January 23, 2024.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/UQNW87kcu6Q>

BACKGROUND

The City is in the final year of a five year agreement with the Oxnard Convention and Visitors Bureau ("OCVB"), a nonprofit corporation for the purpose of generating economic benefits to the City of Oxnard ("City") by promoting the area and attracting more visitors, that was initially formed in May 1974. The vision of the OCVB is to lead Oxnard's travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, seeking to bring significant economic and social benefits to our community. As such, OCVB's mission statement is to establish the Oxnard area as a recognized destination for tourism and business travel.

Up until 2019, the City agreements with OCVB were considered by the Council annually, which did not provide the ability for OCVB to develop long term strategies. In addition, starting with the Fiscal Year (FY) 18-19 agreement, the City funding was reduced due to City budget shortfalls. Therefore, in 2019, OCVB and the Oxnard lodging business owners decided to pursue formation of the Oxnard Tourism Marketing District ("OTMD"), a benefit assessment district that provides a long term, secure revenue source to fund marketing and sales efforts to promote Oxnard as a tourist, meeting and event destination.

On March 5, 2019 a five year OTMD, with a 1.5% assessment rate, was approved and became effective April 1, 2019. This assessment was projected to result in approximately \$730,000 annually. However, the COVID-19 Pandemic impacted the projected revenue. Since 2019 the annual revenue has ranged between \$481,239 - \$743,720.

Given all the demands on City funds, OCVB has found the formation of the OTMD as an essential and viable option to achieve the goals of the organization. The OTMD was renewed in September 2023, with 100% support from the Oxnard hotels that are assessed. Effective April 1, 2024 the OTMD district will be renewed with a 2% assessment with a 9 year, 3 month term. The OTMD is expected to generate approximately \$1,000,000 annually.

DISCUSSION

The scope of work of the current and proposed agreements with OCVB (Exhibit A of Attachment 2) can be summarized as:

- a. Serving as the City's official tourism agency.
- b. Developing a comprehensive marketing program.
- c. Participating in activities related to the branding of the City.

Specific performance measures, which OCVB reports on annually to the City Council, are included in Exhibit A of Attachment 2. On October 3, 2023 OCVB delivered their Annual Report to the City Council, highlighting key performance indicators for 2022 (Attachment 1). One of the OCVB's key performance indicators, and the foremost method for tracking success, is through hotel statistics. Due to the COVID-19 pandemic, the City hotel statistics (Average Daily Rate and Occupancy) were down for the first time in 8 years. With travel starting to return, Oxnard experienced rates and occupancies that exceed 2019 (pre-pandemic) numbers in most of 2022. Year-end 2022 calendar year hotel statistics, are as follows:

- 2022 Average Daily Rate is at \$169.50, which is up 3.7% from the previous year (and up 18.4% from 2020)
- 2022 Average Occupancy is at 69%, up 2.7% from the previous year (and up 15.9% from 2020)

Staff proposes a 5 year agreement, which allows OCVB to develop longer term strategies and projects. During the five year term, four new hotels are expected to come on-line, which will increase the available hotel rooms. The increase in rooms is expected to increase both the OTMD revenues as well as the City's Transit Occupancy Tax (TOT). OTMD funds are restricted to marketing and sales promotion efforts for Oxnard lodging businesses which pay into the assessment, whereas the City funding does not have such restrictions. The vision of the OCVB is much more than promoting specific lodging business, therefore City funding is still needed to promote and market Oxnard as a premier leisure and business travel destination, inclusive of restaurants, recreation, cultural and special events and the like. The City investment supplements the OTMD funding for OCVB to implement their marketing plans to bring significant economic and social benefits to our community.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of 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.

FINANCIAL IMPACT

For historical context, the FY 17-18 agreement provided \$712,360 in City Funding; the FY 18-19 agreement provided \$641,124 in City Funding; and the FY 19-20 agreement reduced the funding to \$340,624 -- a 47% decrease in City funding. However, in the same year, the newly formed OTMD brought in \$719,442 in funding, increasing the total OCVB budget to \$1,060,066. Over the term of the five year current agreement, the City funding continued to decrease, with the current FY City funding at \$270,000 and the OTMD bringing in \$743,420, for a total budget of \$1,013,420.

The proposed agreement recommends increasing compensation for Year 1 by 17.9% to account for the significant impact of inflation during the existing agreement term (FYs 19-20 -- FY 23-24). In Years 2-5 of the proposed agreement, staff recommends an approximate 3% increase in funding to adjust for inflation each year. If approved, the FY amounts will be incorporated into the City's annual budget.

Fiscal Year	Payment Amount
FY 2024-2025	\$318,500
FY 2025-2026	\$328,500
FY 2026-2027	\$338,000
FY 2027-2028	\$348,000
FY 2029-2030	\$358,500

For Finance Use Only: General Fund (Org. 1014104 Obj. 53200)

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on January 23, 2024.

Prepared by: Ashley Golden, Assistant City Manager

ATTACHMENTS

1. OCVB 22-23 Annual Report
2. OCVB Agreement
3. Presentation



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.1

DATE: October 3, 2023

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report.

RECOMMENDATION

That the City Council receive the OCVB Fiscal Year 22-23 Annual Report.

(Live presentation by Oxnard Convention & Visitors Bureau President & CEO, Julie Mino Buffo.)

BACKGROUND

The Oxnard Convention and Visitors Bureau (“OCVB”) was initially formed in May 1974 as a nonprofit corporation for the purpose of generating economic benefits to the City of Oxnard (“City”) by promoting the area and attracting more visitors. The vision of the OCVB is to lead Oxnard’s travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, seeking to bring significant economic and social benefits to our community. As such, OCVB’s mission statement is to establish the Oxnard area as a recognized destination for tourism and business travel. To promote Oxnard in primary markets and the local community, OCVB produces print, online, and social media materials, working collaboratively with neighboring Convention and Visitors Bureaus, Ventura County Coast, Central Coast Tourism Council, and Visit California to promote tourism across our region. Of importance is staying up to date on current travel trends and markets, so that the proper marketing and outreach is undertaken to maximize OCVB’s efforts. OCVB’s stated goals include continuing to provide connectivity between visitor sectors.

DISCUSSION

Visit Oxnard is the community marketing agency committed to telling the city’s integrated brand story. Allowing for strengthened partnerships, driving new revenue and enhancing Oxnard’s overall vibrancy through powerful storytelling that unite neighborhoods, businesses and individual voices to bring Oxnard to life and giving potential travelers the reason to visit Oxnard. Visit Oxnard’s strategy is in line with industry standards, most closely mirroring the strategy set forth by Visit California. As a destination marketing organization (DMO), OCVB’s goal is to drive tourism at the higher funnel inspiration layer, keeping Oxnard top of mind among familiar travelers, while inspiring consideration from new active travel intenders. Engagement key performance indicators (KPIs) like impressions, click-through-rate, sessions and time on site all feed into this awareness funnel. This higher funnel drives interest, which feeds into the lower transaction funnel or conversion layer, which is what drives destination-specific bookings.

Our mission is to drive tourism and overnight visitation by:

- 1) Building awareness of Oxnard ,
- 2) Improving the perception of Oxnard to residents/visitors, and
- 3) Growing our Audience.

These three high funnel/top layer activities inspire transactions.

This report serves as the OCVB report for FY 22-23. Exhibit B of the current Agreement (A-8142) defines performance measures. These include:

- a. Serve as the City's official tourism agency.
- b. Develop a comprehensive marketing program.
- c. Participate in activities related to the branding of the City.

One of the OCVB's key performance indicators, and the foremost method for tracking success, is through hotel statistics. Due to the COVID-19 pandemic, the City hotel statistics (Average Daily Rate and Occupancy) were down for the first time in 8 years. With travel starting to return, Oxnard is experiencing rates and occupancies that exceed 2019 (pre-pandemic) numbers in most 2022 and 2023 months.

Year-end 2022 calendar year hotel statistics, are as follows:

- 2022 Average Daily Rate is at \$169.50, which is up 3.7% from the previous year (and up 18.4% from 2020)
- 2022 Average Occupancy is at 69%, up 2.7% from the previous year (and up 15.9% from 2020)

Although all of our neighboring cities have similar Average Occupancy throughout the year, Oxnard continues to outperform neighboring cities on Average Daily Rate. The Central Coast as a whole outperformed all of California's statewide numbers.

Three new hotel properties are expected to come on-line in the next two years, which are projected to bring a 34% increase in available hotel rooms.

Other Stats (FY 22-23)

1. OCVB continues to have a strong social media presence with more than 64.5k combined followers (up from 59,900 in last year's report) across Facebook and Instagram, plus 4,041 followers and subscribers (up from 3,223 in last year's report) across Twitter, YouTube, Spotify, Pinterest, LinkedIn and TikTok. Social media has been instrumental in driving community relationships, increasing destination awareness and improving perception.
2. OCVB participates in a Visit California Localhood program titled CA NOW Travel Stories, generating content that is distributed on the Visit California website and on Google's search pages. This past fiscal year, OCVB had 4 Top Trending stories in the Localhood program with over 6.6 million Google impressions, 13,012 story views and a 49.9% interaction rate.
3. OCVB compounds its social media reach by working with influencers. This past year, Visit Oxnard has worked with travel and foodie influencers including Tastemade (6.9 million followers), Traveling Newlyweds (74.4k follower), Fancy Treehouse (95.8k follower), TravelSeeWrite (165k followers), An Emerald City Life (24.5k followers) and more.
4. OCVB's robust public relations strategy has, since July 1, 2022, resulted in earned coverage with top outlets including SFGate.com, FoxNews.com, NYPost.com, Locale Magazine, Fodor's, Matador Network, PreVue Magazine, CA Meetings + Events, Drew Magazine, UsWeekly.com, 10Best.com, Yahoo.com, RD.com and Pasadena Magazine and more. Broadcast and radio interviews/coverage on NBC LA, KTLA 5 News, KEYT News, The Mambo in the Morning Show, The Super Cowboy Show, CBS News LA, KSBY, Spectrum News and more
5. The OCVB general tourism e-newsletter has 9,500 e-subscribers with up to a 62% open rate (industry average is 20.4%). This e-newsletter is circulated at least bi-monthly to drive awareness to Oxnard's latest hospitality news, seasonal articles and tourism business offerings.
6. Compared to FY 21/22, the metric for visitoxnard.com website users grew 39% to 541,113 users. Sessions were up 40% year-over-year at 691,329 sessions, and pageviews were up 31% at 1,113,794 pageviews. This means that OCVB is gaining web visibility, with more users relying upon the organization's website for information about Oxnard and its tourism offerings. The top 10 geographic referrals to visitoxnard.com outside Ventura County during FY 22/23 were Los Angeles, Dallas, Chicago, San Jose, San Diego, Phoenix, New York, San Francisco, Austin and Las Vegas.

7. Over the past year OCVB optimized 14 webpages; net +44 Google ranking improvements. OCVB also added the following pages on their website: Learn About Native American Culture in Oxnard; Island Fox: Found Nowhere Else on Earth; What to Explore Around Oxnard College; Oxnard's Mexican American Heritage; Camping in California's Channel Islands National Park; Discover St. John's Regional Medical Center; Oxtreme Sports; Summer in Oxnard

8. OCVB engaged in paid media programming through marketing agency Madden Media (campaign dates September 1, 2022 through June 30, 2023), resulting in omni-channel media placements meeting or exceeding the following target metrics: Google SEM 72,037 clicks (108% of goal), Google Video Distribution 844,909 views (340% of goal), Google Prospecting 10,723,702 impressions (141% of goal), Meta Prospecting 39,916 clicks (98% of goal), and Meta Remarketing 48,352 clicks (392% of goal). OCVB utilized Madden's Voyage destination intelligence platform to generate target audience data, ensuring that these campaigns were optimized in line with visitation and demand metrics. This programming was partially funded by Council approved American Rescue Plan Act (ARPA) funds.

9. In addition to the digital marketing tactics noted above, OCVB participated in paid media placements, including an advertorial package with LAmag.com inclusive of digital publishing and promotion of our article on LAmag.com and a targeted Google Display traffic-driving campaign (750k impressions), a dedicated e-marketing campaign through Local Getaways, with reach to an active subscriber base of 36k+, digital display ads through the USA Today network in partnership with Local IQ to the Los Angeles designated market area (DMA) (100k impressions), a Pinterest campaign promoting our dining passes (571, 277 impressions) and a movie theater campaign in the Los Angeles DMA showcasing OCVB's branded content piece "A Taco Story" in the pre-show (368k impressions from a captive audience of moviegoers).

10. Visit Oxnard created its 2024-2025 Visitor Guide (launching in October 2023). 60,000 will be printed and distributed to 532 locations throughout California, placed in Oxnard hotels, other local destinations, and as well distributed to individuals that request them.

11. OCVB ran print ads in AAA Westways (4.65 million circulation), Travel Guide to California (80k circulation), Edible Magazine (50k readers), VC Reporter (14k circulation), Meetings Today (114k unique audience), San Diego Magazine (205k+ circulation) and Phoenix Magazine (325k+ circulation). In conjunction with paid print ads, OCVB also earned placements for Oxnard as the cover story for Food & Travel Magazine (800k readership) and SoCal Life Magazine (25k circulation).

12. OCVB is greatly involved in industry relations to leverage opportunities for co-op programming. Co-op projects in partnership with Ventura County Lodging Association (VCLA) included three (two seasonal and one event-focused) sponsored e-marketing campaigns with Visit California (225k+ subscribers). OCVB also works with VCLA to maintain direct booking engine landing pages for visitoxnard.com, oxnard.org, thecollectionrp.com and several Oxnard events websites. These direct booking pages allow Oxnard hotels to generate revenue directly without paying third party fees. The visitoxnard.com direct booking page alone garnered 38.8k hotel listing views and 2.5k clicks to hotel websites in FY 22/23. This metric is separate and non-inclusive of visitoxnard.com hotel listing page conversions, which measured 23,687 clicks to Oxnard business listings, 723 hotel registration inquiries and 1,496 clicks to call Oxnard businesses. OCVB also participated in the California Road Trips Guide (1 million circulation), Visit California Visitor Magazine (500k circulation) and Central Coast Map (200k circulation) as co-ops in partnership with Central Coast Tourism Council.

13. OCVB's Dallas Cowboys Training Camp landing page at visitoxnard.com/cowboys received 345k+ pageviews, or 25% of the pageview volume for the entire website for all of FY 22/23. Because the Cowboys are a global name and a huge draw for interest in tourism to Oxnard, OCVB invests in a robust marketing plan to grow its audience with this devoted fan base. In addition to promoting Training Camp on its owned channels and via earned placements, OCVB ran a comprehensive digital campaign, delivering 9k clicks through Search Engine Marketing, 15k clicks through Meta Prospecting and more than 5.8 million impressions through Google Prospecting; print ads in VC Reporter; outdoor ads including a static billboard off Highway 101 and a LED digital ad at The Collection; onsite activations and promotional giveaways plus the organization's second annual Oxnard Fan Night in partnership with The Collection, starring the Dallas Cowboys Cheerleaders, Cowboys Mascot Rowdy and 5x Super Bowl Champion Charles Haley.

14. OCVB accepted \$1.5 million in ARPA funds to oversee destination marketing and management projects. These

projects, some of which are ongoing, have spanned the past two fiscal years. OCVB absorbed all administrative costs associated with these projects, and 100% of these funds went directly to project hard costs. An ongoing project, OCVB assisted the City in developing a branded film application packet and website for Oxnard's film coordination and liaison efforts to attract major productions to Oxnard and drive economic activity. Another ongoing project, in coordination with Mayor Zaragoza's gateway program, OCVB stakeholders finalized design approvals for a citywide wayfinding system directing residents and visitors alike to major points of interest throughout Oxnard. A completed project, OCVB worked with artist Maxfield Bala who hand-painted the "Greetings from Oxnard" mural on the exterior of Oxnard Transit Center and installed a 360-degree mural inside the building.

The following projects were completed (and reported on) in fiscal year 2021-2022, but are included in this report to provide context for the breadth of OCVB's deliverables for the ARPA contract: OCVB allocated funds to install a 24/7 livestream camera at Marine Emporium Landing so visitors can check the weather in real time; streaming subscription costs for this live cam come from OCVB budget. OCVB was ran digital programming in partnership with Expedia, TripAdvisor, Visit California, Weekend Sherpa and The Journal of Lost Time; deployed a comprehensive digital marketing campaign with its media agency; underwrote the full cost of advertising for Oxnard businesses in the Visit Oxnard 2022/23 Visitor Magazine and distributed the magazine in 583 California locations. Upon completion, OCVB submitted a wrap-up report to the City detailing the campaigns delivered and performance metrics measured.

15. This past year, OCVB helped celebrate the grand opening of Zachari Dunes on Mandalay Beach after a top-to-bottom multi-million-dollar transformation. This property is the City's top contributor to Transient Occupancy Tax (TOT). Within a month of opening, Zachari Dunes served as the host resort for Smart Meetings National Conference, which welcomed 120 qualified meeting planners and suppliers to Oxnard.

16. OCVB attended 11 group and leisure trade shows in FY 22/23, making connections with thousands of potential visitors and meeting planners.

17. The OCVB team members sit on 17 industry Board of Directors and Committees throughout our region, state and nation.

18. OCVB was also recognized for their efforts in FY 22/23 receiving the following awards from industry partners:

- a. USA Today 10Best - No. 1 Best Beach on the West Coast - Oxnard Beach Park 2023
- b. The Telly Awards - Gold Telly Winner in People's Telly - Branded Content: "A Taco Story" 2023
- c. The Telly Awards - Silver Telly Winner in Branded Content - Travel/Tourism: "A Taco Story" 2023
- d. AVA Digital Awards - Platinum Award - "A Taco Story" 2023
- e. Smart Meetings - Smart Women in Meetings Award 2023 – Industry Leader
- f. Forbes Top 10 Places to Live in California 2023 - Oxnard Ranked #7
- g. Neighbor.com Most Neighborly Cities in America 2022 - Oxnard Ranked #4
- h. West Ventura County Business Alliance - Visit Oxnard Wins Community Influencer of the Year 2022

Oxnard Tourism Marketing District ("OTMD")

Lodging business owners pursued formation of the OTMD in 2019 in order to create a dedicated revenue source devoted to marketing Oxnard as a tourist, meeting, and event destination. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. The OTMD includes all lodging businesses located within the boundaries of the City of Oxnard, except lodging businesses with fifty-four (54) rooms or less and RV parks. On March 5, 2019, City Council approved OCVB to form the Oxnard Tourism Marketing District ("OTMD"), which includes an annual assessment rate of one and one-half of one percent (1.5%) of gross room rental revenue in addition to the existing Transient Occupancy Tax (TOT), and other guest charges and fees. Despite the pandemic, the OTMD raised on average approximately \$670,000 annually to be used directly to support tourism in Oxnard.

The OTMD renewal process just concluded with 100% support from affected lodging businesses. Come April 1, 2024 the OTMD district will be renewed with a 2% assessment with a 9 year, 3 month term. The OTMD is expected to generate approximately \$990,000 annually.

OCVB Agreement

The City Council approved a five-year agreement with OCVB on May 21, 2019, of which we are in the fifth and final year of the five-year agreement. This contract will expire on June 30, 2024. The 2019 contract amount represented a \$300,500 (47%) reduction from the previous agreement compensation of \$641,124.

Given all the demands on City funds, OCVB has found that the formation of the OTMD was a vital method to achieve the goals of the organization, while at the same time reducing the City's financial assistance. Since the OTMD funding is limited to marketing the specific lodging business paying into the OTMD, it is vital that the City provide direct funding to OCVB to ensure that Oxnard as a whole is promoted as a premier leisure and business travel destination.

Staff and OCVB will return at a later date to request Council consideration of a new contract.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of 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.

FINANCIAL IMPACT

There is no impact associated with this report. On May 21, 2019, the City Council approved an agreement with OCVB (Agreement No. A-8142) to receive the following financial contributions from the City's general fund:

1. FY 2019-20, \$340,624 in year one,
2. FY 2020-21 \$350,000 in year two,
3. FY 2021-22 \$300,000 in year three,
4. FY 2022-23 \$265,000 in year four, and
5. FY 2023-24 \$270,000 in year five. (current year)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Ashley Golden, Assistant City Manager

ATTACHMENTS

1. OCVB Annual Report Presentation FINAL

VISIT OXNARD ANNUAL REPORT

FY22/23



Julie Mino Buffo
PRESIDENT & CEO

Brittney Hendricks
VP OF MARKETING & COMMUNICATIONS

Michelle Flippo
OPERATIONS & SALES MANAGER

Daniel Cabrera
DIGITAL & MULTICULTURAL MARKETING MANAGER

Elizabeth Maxim Melgoza
DIRECTOR OF PUBLIC RELATIONS

Nino Blunt
OFFICE COORDINATOR



FY 23/24 VISIT OXNARD Board of Directors

3

Executive Committee

Steve Buenger, *Chair*
Marine Emporium Landing

Dolores Licon, *Secretary*
Homewood Suites

David Neel, *Treasurer*
Murphy Auto Museum

General Board

Millicent Bennett
Residence Inn by Marriott

Kristina Brewer
RE/MAX Gold Coast Property Management

Joe Cabral
Best Western Oxnard Inn

Tony Dybeku
Waterside Restaurant

Juliana Finberg
The Collection at RiverPark

Adam Gonzalez
805Keto.com

Hutton John
The Haven at Whitesails

Ben Ly
Zachari Dunes on Mandalay Beach

Ashley Golden, *City Manager's Office*
City of Oxnard

Nancy Lindholm
West Ventura County Business Alliance

Bryan MacDonald
Council Member, Oxnard

Stacy Miller
Stacy Miller Public Affairs

Mark Spellman
Lazer Media

Michael Tripp
Ventura County Harbor Department
Channel Islands Harbor

Brian Tucker – *Board Advisor*
Ventura County Coast

What we do

BRAND PROMISE

Oxnard is a destination that offers value to those seeking experiences in family, cultural, outdoor adventure and group travel.

MISSION

To promote and market Oxnard as a premier leisure and business travel destination, bringing significant economic and social benefits to our community.

VALUES

Inclusivity, diversity and representation in marketing. Sensitivity to locals and residents. Follow through with our brand promise, ensuring that our brand is truthful and accurate in its messaging. Support to local retail and hospitality businesses. Build, maintain and grow a positive working relationship with local stakeholders and government officials.

4

How we do it

MULTIFACETED APPROACH

Owned Media

Earned Media

Paid Media

Meetings & Tradeshows

ARPA Projects

Dedicated & Involved Team

Media for this slide will be presented during
the City Council Meeting on October 3, 2023.

5

OVERVIEW OF MARKETING PLAN FY22/23

***Owned
Media***

6

Media for this slide will be presented during the
City Council Meeting on October 3, 2023

7

WEBSITE

Media for this slide will be presented during the City
Council Meeting on October 3, 2023

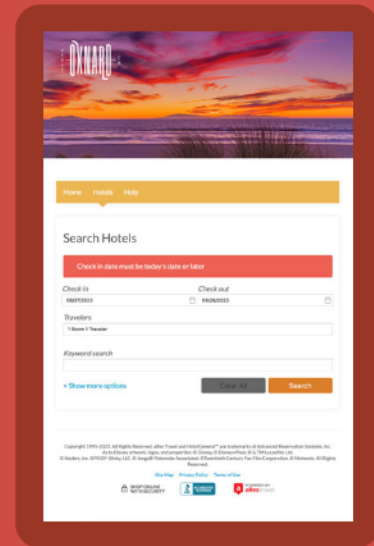
8

DIRECT BOOKING ENGINE

38.8k
HOTEL LISTING
VIEWS

2.5k
HOTEL
RESERVATION
CLICKS

ALL REVENUE
GOES DIRECTLY
TO THE HOTEL
PARTNER



9

EMAIL

EMAIL MARKETING

9.5k
EMAIL
SUBSCRIBERS

62%
AVERAGE OPEN
RATE (industry
average is 20.4)

3%
CLICK THROUGH
RATE

TARGETED EMAILS
TO MORE THAN
1.8k
UNIQUE LEADS



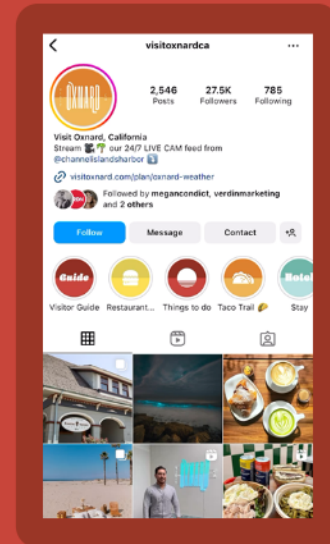
10

EMAIL

SOCIAL MEDIA

64.5k
COMBINED
FOLLOWERS
ACROSS
FACEBOOK AND
INSTAGRAM

4,041
FOLLOWERS AND
SUBSCRIBERS ACROSS
TWITTER, YOUTUBE,
SPOTIFY, PINTEREST,
LINKEDIN AND TIKTOK



11

SOCIAL MEDIA

RESTAURANT PASS



12

OWNED MEDIA

TACO TRAIL



13

OWNED MEDIA

**Earned
Media**

14

INFLUENCER PARTNERSHIPS



15

EARNED MEDIA

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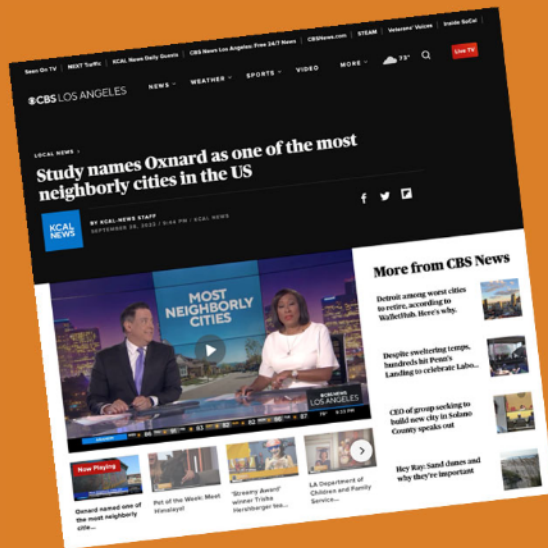
EARNED MEDIA | PRINT & ONLINE COVERAGE

Media for this slide will be presented during the City Council Meeting on October 3, 2023

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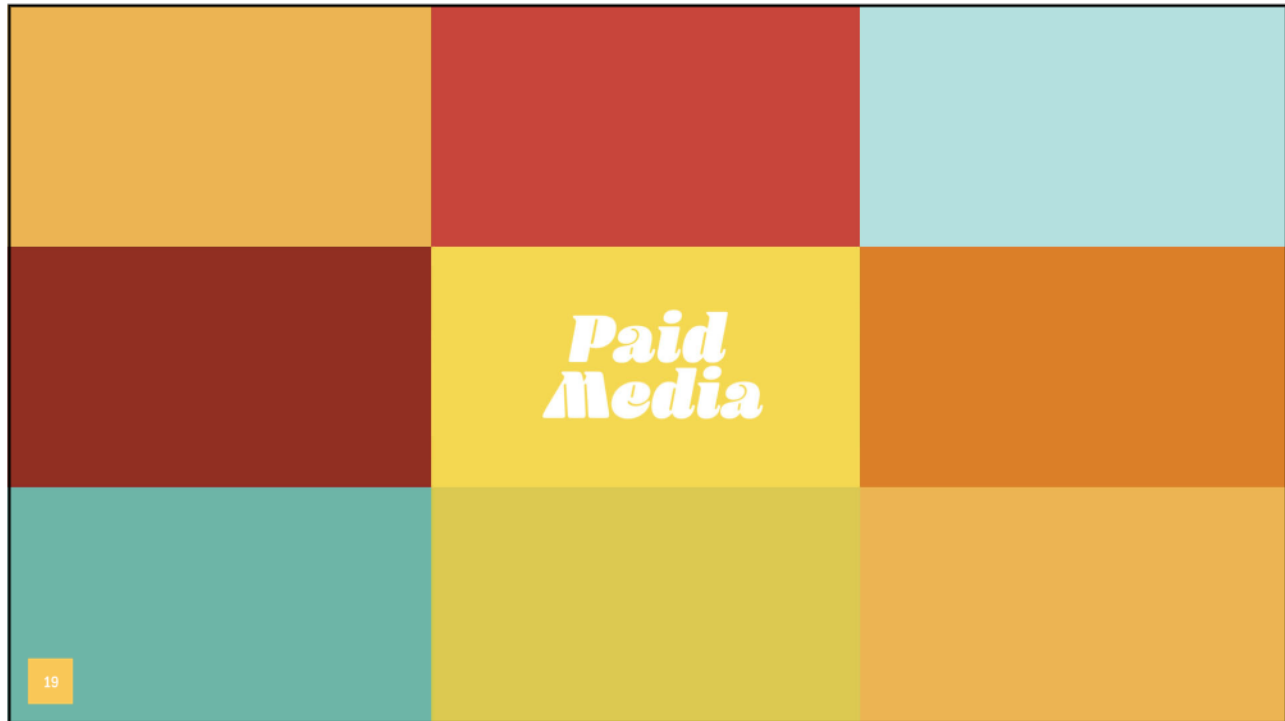
EARNED MEDIA | BROADCAST & RADIO COVERAGE

AWARDS & HONORS



18

EARNED MEDIA



19

A TACO STORY



20

BRANDING CAMPAIGN



23

OUTDOOR ADS

INCLUSION IN THE
CALIFORNIA TRAVEL
CONVERSATION

QUALIFIED LEADS GENERATED
FROM CO-OPS

REDUCED RATES ON AD BUYS
AND REMNANT SPACE
OPPORTUNITIES

CENTRAL COAST MAP

VISIT CALIFORNIA
E-NEWSLETTER MARKETING

VISIT CALIFORNIA ROAD TRIPS
GUIDE

VISIT CALIFORNIA VISITOR
MAGAZINE

24

INDUSTRY CO-OPS & COLLABORATIONS





2022-23		2023-24	
Destinations California Monterey, CA August 28-30, 2022	Travel & Adventure Show Denver February 25-26, 2023	Destinations California San Diego, CA September 28-30, 2023	Travel & Adventure Show New York, NY January 27-28, 2024
Destination West Tucson, AZ November 1-3, 2022	Go West Summit Anchorage, AK February 28-March 2, 2023	Small & Boutique Meetings Tucson, AZ November 7-9, 2023	Travel & Adventure Show Phoenix, AZ February 17-18, 2024
Smart Meetings Zachari Dunes on Mandalay Beach November 6-8, 2022	Connect Spring Marketplace Las Vegas, NV April 10-13, 2023	NTA – Travel Exchange Shreveport, LA November 12-15, 2023	Connect Marketplace Las Vegas, NV April TBD, 2024
Connect West San Francisco, CA November 8-9, 2022	Destination West - Denver Denver, CO May 11-14, 2023	CalSAE – Seasonal Spectacular Sacramento, CA December 12-13, 2023	IPW Los Angeles, CA May 3-7, 2024
CalSAE – Seasonal Spectacular Sacramento December 13-14, 2022	IPW San Antonio, TX May 20-24, 2023	Travel & Adventure Show Chicago, IL January 13-14, 2024	
Travel & Adventure Show New York, NY January 28-29, 2023		Travel & Adventure Show Denver, CO January 20-21, 2024	
		TRADESHOW SCHEDULE	

Media for this slide will be presented during the
City Council Meeting on October 3, 2023



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MEETINGS & EVENTS GUIDE



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ZACHARI DUNES ON MANDALAY BEACH





DALLAS COWBOYS TRAINING CAMP

Marketing Initiatives

- 345k VisitOxnard.com/cowboys pageviews (25% of FY 22/23 pageview volume)
- LED Billboard at The Collection
- Static Billboard off Highway 101
- Print ads in VC Reporter
- Onsite activations and promotional giveaways
- Oxnard Fan Night in partnership w/ The Collection
- 9k clicks through Search Engine Marketing (SEM)
- 15k clicks through Meta Prospecting
- 5.8 million impressions through Google Prospecting
- Ad in the Official Dallas Cowboys Yearbook
- Ad in the WVCBA Program Guide

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DALLAS COWBOYS TRAINING CAMP

**ARPA
Projects**

Media for this slide will be presented during the City Council Meeting on October 3, 2023

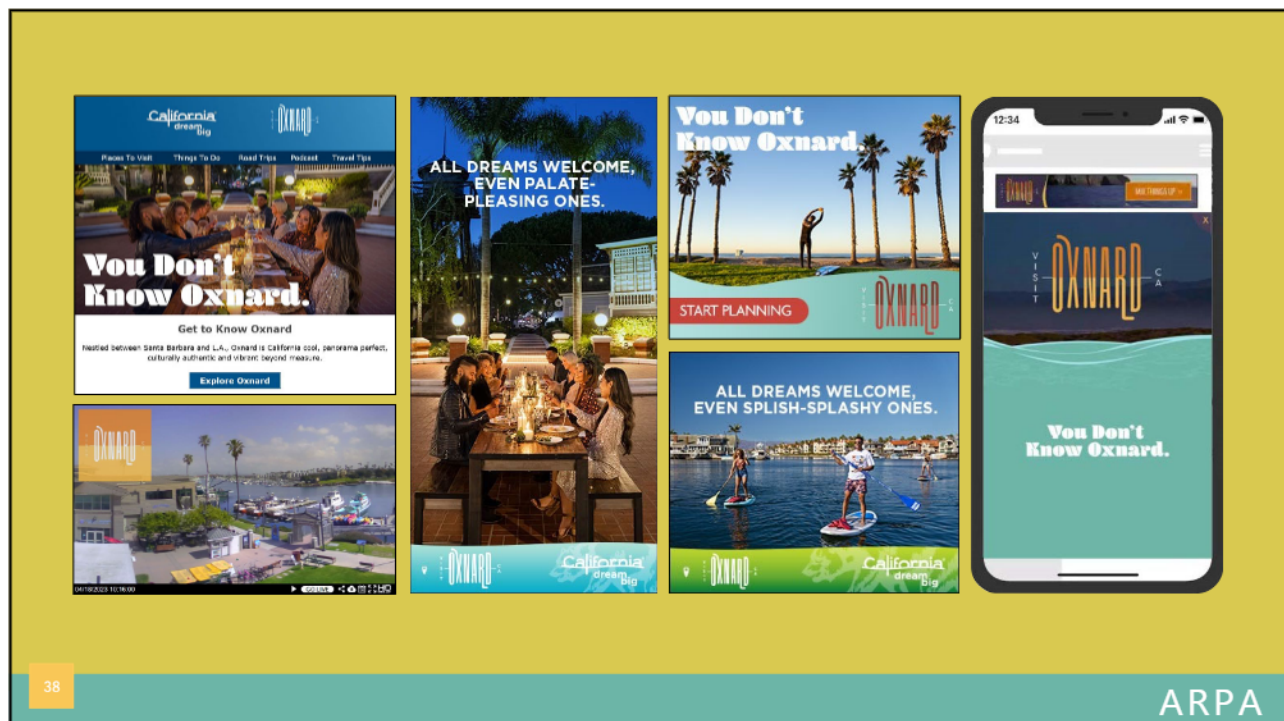
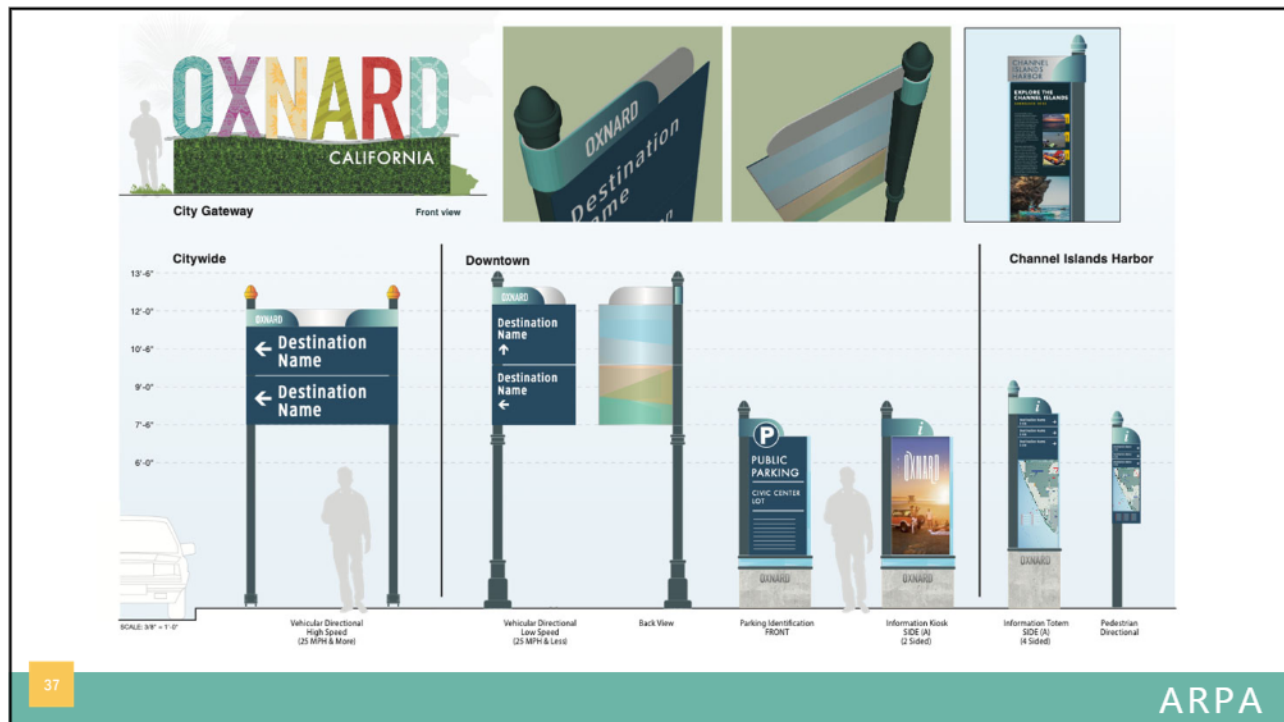
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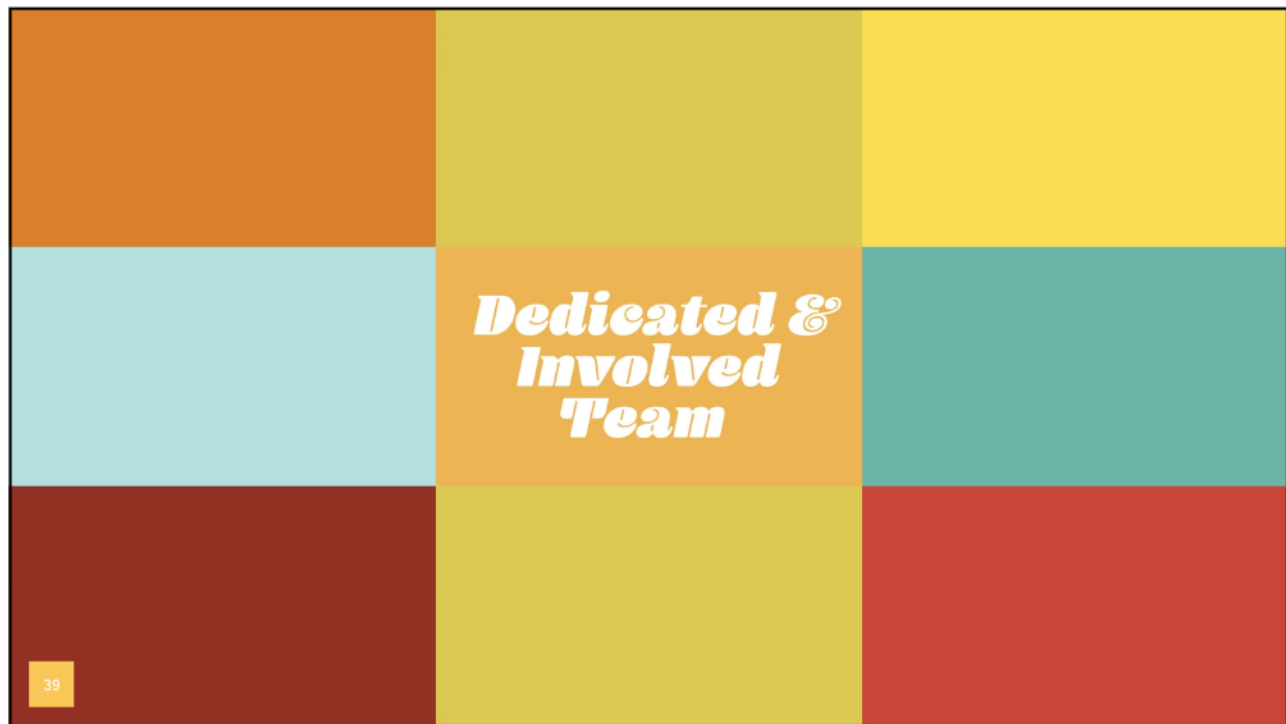
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ARPA





22/23 BOARD & COMMITTEES

Cal Travel Board Member	Oxnard Downtown District Identity & Placemaking Committee
Cal Travel Communications Committee	West Ventura County Business Alliance Board Member
Cal Travel Awards Committee Chair	West Ventura County Business Alliance Military Appreciation Committee
California DMO Alliance Board Member	Visit California Public Relations Committee
CalSAE Elevate Conference Committee	Visit California DMO Leadership Committee
CalSAE Membership Committee	Visit California Brand & Content Committee
Central Coast Tourism Council Board Member	Ventura County Coast Board Member
Central Coast Tourism Council Public Relations Committee Chair	Ventura County Coast Tradeshow Committee
Destinations International Small DMO Committee	











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Marketing Plan Overview

With a much-improved public health outlook having largely removed health safety as a barrier to travel, Oxnard looks forward to welcoming consumers eager to travel. While this strategic framework outlines challenges ahead, this assessment also provides a road map for navigating these challenges and how to capitalize on opportunities.

Visit Oxnard continues to align its marketing strategy with industry guidance and research to encourage accessible travel and keep Oxnard top-of-mind for overnight stays and visitation. This Marketing Plan outlines the framework and approach Visit Oxnard will take to retain market share and attract visitors to the destination.

ABOUT VISIT OXNARD

The mission of Visit Oxnard is to promote and market Oxnard as a premier leisure and business travel destination that brings significant economic and social benefits to our community. Visit Oxnard is funded by a 1.5 percent tourism assessment charged by area hotels with 50+ rooms as well as a yearly contracted amount from the City of Oxnard.

The Visit Oxnard Board of Directors is made up of a diverse group of professionals with expertise from various sectors of the tourism and hospitality industries. With 11 to 17 Board seats, our current breakdown consists of:

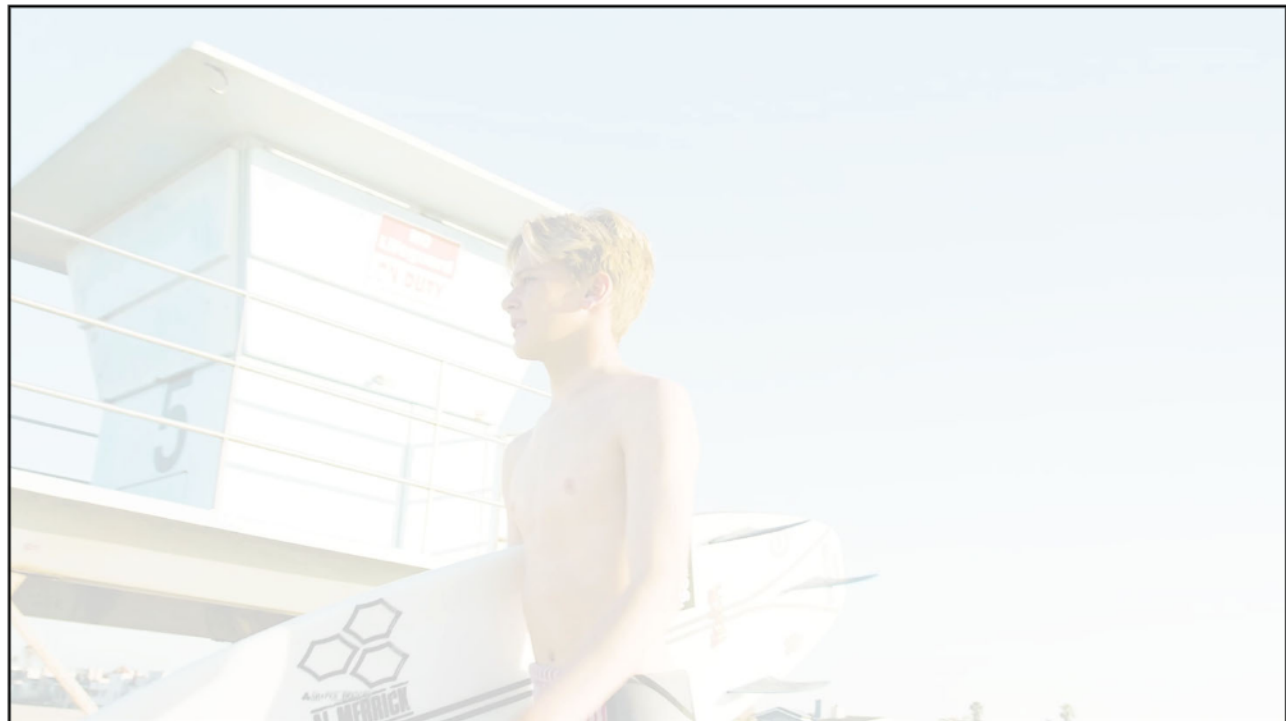
- 4 Hotel Representatives**
 Milward Bennett, Resident Inn by Marriott
 Joe Calver, Best Western Oxnard
 Gilbert-Lynn, Gateway Inn & Suites
 Wendy, Oxnard Oceanfront Beach
- 3 Tourism Attraction Representatives**
 Steve Bergeron, The Marine Interpretive Center
 Jack Koenig, The Oxnard Museum
 David West, Oxnard, The Morley and Morley Museum
- 1 City Council Member**
 Susan McDermott, Mayor Pro Tem
- 2 Public Affairs & Media Representative**
 Sherry Miller, Oxnard Public Affairs
 Wendy Spennard, Local Media
- 1 City Employee**
 Ashley Graham, Assistant City Manager
- 1 Real Estate Representative**
 Brenda Brown, Real Estate Professional
 Morgan Koenig, Real Estate
- 1 Chamber Of Commerce Representative**
 Nancy Gaudin, West Oxnard County Business Alliance
- 1 Entrepreneurial Representative**
 Adam Boudreau, Oxnard City
- 1 Harbor Representative**
 Michael Tapp, Ventura County Harbor Department
- 1 Board Advisor**
 Brian Tustin, Ventura County Lodging Association
- 2 Restaurant Representatives**
 Tony Dabakis, The Oxnard Restaurant
 Michaela, The Oxnard Restaurant

2023–2024 GOALS

- Increase overnight stays and visitation among leisure and business travelers
- Increase positive impressions and improve perception of Oxnard to residents and visitors
- Increase online audience across social and digital platforms

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LOOKING FORWARD



**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND OXNARD CONVENTION & VISITORS BUREAU**

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

1. SUMMARY DESCRIPTION OF SERVICES.

Marketing for the Oxnard area to attract more visitors and tourists, as more fully described in Exhibit A.

2. PARTIES.

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

Oxnard Convention & Visitors Bureau ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 3600 Harbor Blvd. #469 Oxnard, CA 93035

3. TERM OF AGREEMENT: From (Date): July 1, 2024 To (Date): June 30, 2029)

3.1 Time is of the essence in this Agreement.

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

4. AGREEMENT AMOUNT NOT TO EXCEED: \$1,691,000.

5. AGREEMENT EXHIBITS.

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-B

Exhibit F: Iran Contract

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Ashley Golden	Name: Julie Mino Buffo
Title: Assistant City Manager	Title: President & CEO
Phone: (805)385-7430	Phone: (805)350-3240
Email: ashley.golden@oxnard.org	Email: julie@visitoxnard.com

7. CONTRACTUAL PREREQUISITES.

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

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

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

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

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

8. CONSULTANT'S SERVICES.

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

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department

Director. CONSULTANT hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

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

10. PAYMENT & INVOICES.

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

10.1 Payment Request. CONSULTANT shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: The Assistant City Manager.

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

10.3 CONSULTANT's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by CONSULTANT and its employees, agents and subcontracted consultants.

10.4 CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by CONSULTANT or materials or products provided to CITY by CONSULTANT, CONSULTANT shall pay the sales tax. CITY shall not reimburse CONSULTANT for sales taxes paid by CONSULTANT.

11. RESERVED

12. MODIFICATION OF AGREEMENT.

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

13. TERMINATION OF AGREEMENT.

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

14. INDEPENDENT CONTRACTOR

CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its employees or agents shall have control over the conduct of CONSULTANT or any of its employees, except as stated in this Agreement. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting CONSULTANT. This Agreement shall not be interpreted to prevent or preclude CONSULTANT from rendering any services for CONSULTANT's own account or to any other person or entity as CONSULTANT in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

CONSULTANT and its employees and agents have no authority, express or implied, to act on behalf of CITY in any capacity, to incur any debt, obligation or liability on behalf of CITY, bind CITY in any manner, or otherwise act on behalf of CITY as an

agent. CONSULTANT and its employees are not employees of CITY. CONSULTANT and its employees are not entitled to receive from CITY any of the benefits or rights afforded employees of CITY, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. LAWFUL PERFORMANCE.

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

16. SAFETY REQUIREMENTS.

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

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

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

17.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the

same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

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

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

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

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

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

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

18. ASSIGNMENT.

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

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

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

20. NOTICE.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

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

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape

architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

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

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

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

23.5 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

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

25. IRAN CONTRACTING ACT

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

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. EXECUTION – COUNTERPARTS.

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

39. 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.

40. 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.

41. ACKNOWLEDGEMENT.

Agreement No. 32400300

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

[Signatures on next page]

Agreement No. 32400300

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

CITY OF OXNARD

OXNARD CONVENTION & VISITORS BUREAU

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

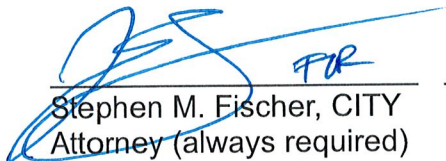
Julie Mino-Buffo, President & CEO Date

, ³ Date

ATTEST:

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

APPROVED AS TO FORM:

 *FOR* 1/11/24

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

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

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

³ The City requires the following for any contract:

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

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

Agreement No. 32400300

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

CITY OF OXNARD

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Julie Mino-Buffo 1/11/24
Julie Mino-Buffo, President & CEO Date

_____,³ Date

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- 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 Oxnard Convention & Visitors Bureau)

SCOPE OF SERVICES

During the term of this Agreement, Oxnard Convention & Visitors Bureau ("OCVB") agrees to provide the following services to the City of Oxnard ("City"):

1. Serve as the City's official tourism agency that provides leadership in the marketing of the City and the generation of tourism sales.
2. Develop a comprehensive marketing program to advertise, promote and publicize the City to achieve, as City's priority, the goal of booking group meetings, trade shows, conferences, and other events at area hotels and other available meeting space in a manner that results in a positive economic impact for the City.
3. Develop a marketing program directed to tourism decision-makers and individual travelers to promote additional business and leisure travel to the City. OCVB may associate with other agencies, such as, but not limited to, Visit California, Ventura County Coast, Oxnard Downtown Improvement District, Oxnard Chamber of Commerce, City of Oxnard, Oxnard hotels, and local attractions, each as OCVB may reasonably determine to further extend its marketing efforts.
4. Develop said marketing program to include, but not be limited to researching tours, events and tournaments coming to the area, coordinating and distributing mailings, coordinating the development and maintenance of OCVB website and collateral materials, continuing maintenance of and management of social media platforms, and other marketing activities.
5. Participate in activities related to the branding of the City for the purpose of local, national, and international identity, and coordinate such activities with the City as identified by the City Manager's Office or designated representative(s).
6. Develop and implement an OCVB Board of Directors with members that represent a cross-section of the various organizations supporting economic development, communications, and marketing. The primary function of OCVB Board of Directors is to develop and provide input and suggestions that support and cross-promote the City as a destination. The members of OCVB Board of Directors shall be determined at the discretion of the OCVB, in consultation with the City, and shall be managed by OCVB.
7. OCVB must present an Annual Report to the City Council on or before December 31 of each year. The Annual Report shall demonstrate the economic impact and other performance measures (see Exhibit B) of OCVB's operations and programs and a comparison to prior periods.
8. Budget requests and increases to OCVB's budget must be demonstrated by OCVB's ability to increase the City's Transient Occupational Tax ("TOT"), through its Marketing Plan.

OCVB shall be prepared to present to City Council performance measures and marketing activities associated with the Annual Marketing Plan in its request for additional funding increases.

PERFORMANCE MEASURES

OCVB is to report the following metrics in their Annual Report to the City Council:

1. Hotel Average Occupancy Levels year over year for a total of 5 years of data.
2. Hotel Average Daily Rate year over year for a total of 5 years of data.
3. OTMD Annual Revenue year over year for a total of 5 years of data.
4. Social Media Presence: report on combined followers, key initiatives or media campaigns, partnerships with influencers and the reach of such efforts.
5. earned coverage
6. Report on the e-subscriber and open rate of the the OCVB general tourism e-newsletter
7. Metrics for visitoxnard.com website, including sessions, pageviews, and the top 10 geographic referrals to visitoxnard.com
8. OCVB participation in paid digital and print media placements and the metrics associated with those efforts.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Oxnard Convention & Visitors Bureau.)**

SCHEDULE OF COMPENSATION

Fiscal Year	Payment Amount
FY 2024-2025	\$ 318,500
FY 2025-2026	\$ 328,000
FY 2026-2027	\$ 338,000
FY 2027-2028	\$ 348,000
FY 2029-2030	\$ 358,500

EXHIBIT C

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Oxnard Convention & Visitors Bureau)**

INSURANCE REQUIREMENTS: INS-B

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

Agreement No. 32400300

Exhibit F

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Oxnard Convention & Visitors Bureau)**

IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed): Oxnard Convention + Visitors Bureau Federal ID Number (or n/a): 95-2891667

By (Authorized Signature):

Julie M. Buffo

Printed Name & Title of Person Signing:

Date Executed

Julie M. Buffo / President + CEO

11/27/2023

Executed in the County of Ventura

in the State of CA

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of

in the State of

Oxnard Convention & Visitors Bureau Five-Year Agreement July 1, 2024 - June 30, 2030

Community Services, Public Safety, Housing & Development
Committee: January 23, 2024
City Council: February 20, 2024

By: Ashley Golden, Assistant City Manager

Background

Oxnard Convention & Visitors Bureau (“OCVB”)

- Formed in 1974
- Leads Oxnard’s travel and tourism industry by promoting and marketing Oxnard as a premier travel destination
- Current five year agreement expires on June 30, 2024.
- City significantly reduced funding in the current contract
 - 47% reduction in year one of the contract

Oxnard Tourism Marketing District

Oxnard Tourism Marketing District (“OTMD”) Formation

- Created a revenue source to help fund marketing and sales promotion efforts for Oxnard lodging businesses
- Current term @1.5% assessment through April 1, 2024
 - projected \$730,000 in revenue (impacted by COVID-19)
- Renewed term, @2% assessment through June 30, 2033
 - Projecting approximately \$1M in annual revenue
- Only the lodging businesses who pay the assessment may benefit from the marketing efforts
- It is vital the City provide direct funding to OCVB to ensure Oxnard as a whole is promoted as a premier travel destination

Five-Year Agreement (July 1 - 2024 - June 30, 2030)

The scope of work for the current and proposed agreements with OCVB can be summarized as:

1. Serving as the City's official tourism agency.
2. Developing a comprehensive marketing program.
3. Participating in activities related to the branding of the City.

Five-Year Agreement (July 1 - 2024 - June 30, 2030)

Specific performance measures, which OCVB reports on annually to the City Council, are included in the Agreement. For example,

- 2022 year-end Average Daily Rate: \$169.50;
 - increase of 3.7% over last year
- 2022 year-end Average Occupancy Rate: 69%;
 - increase of 2.7% over last year

These rates equate to an increase in Transient Occupancy Tax (“TOT”), a general fund revenue source, which in 2022 was \$5.1M.

Five-Year Agreement (July 1 - 2024 - June 30, 2030)

Proposed OCVB Agreement

- Five year term
- Payments not exceed amount:

Fiscal Year	Payment Amount
FY 2024-2025	\$ 318,500
FY 2025-2026	\$ 328,000
FY 2026-2027	\$ 338,000
FY 2027-2028	\$ 348,000
FY 2029-2030	\$ 358,500

Staff's Recommendation

For Council Committee (January 23, 2024)

- That the Community Services, Public Safety, Housing & Development Committee recommended that the City Council approve Agreement No. 32400300, a 5-year agreement totaling \$1,691,000, between the City of Oxnard and the Oxnard Convention and Visitors Bureau.

For Council (February 20, 2024)

- That the City Council approve Agreement No. 32400300, a 5-year agreement totaling \$1,691,000, between the City of Oxnard and the Oxnard Convention and Visitors Bureau.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. I.3

DATE: February 20, 2024

TO: City Council

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

SUBJECT: Oxnard 311 Performance Report. (20 minutes)

RECOMMENDATION

That the City Council receive an update on the year 7 (and first half of year 8) performance of the Oxnard 311 Constituent Relationship Management System.

(The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on January 23, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/z0LCgQg9eAk>

BACKGROUND

Oxnard 311 is the City's Constituent Relationship Management (CRM) software, which allows residents within the City to report a variety of issues using the mobile phone application or website. During the first 7.5 years of availability, the Oxnard 311 mobile app has been downloaded 18,315 times and has been used to process approximately 150,593 service requests. The Oxnard 311 system allows residents to see live updates, track the status of their requests, and communicate directly to staff through in-app messaging. The Oxnard 311 system empowers resident guardianship and involvement in the community while increasing transparency and accountability of City staff.

DISCUSSION

The Oxnard 311 system completed its seventh full year of service at the end of April 2023. The following discussion focuses on performance trends and metrics from each full service year (May through April) and the first half of service year 8 (May 2023 through October 2023).

1. Application Downloads

The Oxnard 311 system has grown each year in the number of Oxnard residents that are submitting service requests through the mobile application and website. The majority of requests are submitted through the free mobile application. As such, application downloads are a reliable metric for system growth.

(continued)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)	Total
Downloads	2,139	1,995 (6.7% decrease compared to year one)	2,151 (7.8% increase compared to year two)	2,186 (1.6% increase compared to year three)	2,154 (1.5% decrease compared to year four)	3,007 (40% increase compared to year five)	3,156 (5% increase compared to year six)	1,527 (52% increase compared to year seven if first half trends continue)	18,315

The year 4 report contained an error on the number of downloads for both year 4 and the first half of year 5. Staff had discovered an error with the service the City uses for tracking download statistics. In December of 2019, the service no longer reported the number of Apple iOS downloads. Staff have since corrected this issue and the app download statistics have been updated in this report.

2. Requests Submitted

In the first seven and a half service years, the Oxnard 311 system has also increased in the number of service requests submitted. This steady increase per service year in the number of requests submitted reflects a growing user base.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)	Total
Requests Submitted	7,900	15,435 (95% increase compared to year one)	17,704 (14% increase compared to year two)	18,784 (6% increase compared to year three)	22,747 (21% increase compared to year four)	26,750 (18% increase compared to year five)	26,135 (2.3% decrease compared to year six)	15,138 (42% increase compared to year seven if first half trends continue)	150,593

3. Performance Evaluation

There are 20 request types available to the public through the Oxnard 311 system. Staff from various departments in the City are involved in the Oxnard 311 system, which allows requests to be assigned to the correct person who has the appropriate skills/knowledge and is responsible for the required work to complete the request.

The following section covers performance statistics for each of the request types. Each request type is presented in descending order by the total number of requests. Beyond number of requests, staff identified for each request type the percentage of requests completed on time, service level goal per year, and average completion time per year. The Oxnard 311 system had slight database issues during the first three years that added a small margin of error to the performance statistics. City staff have resolved this issue, and the performance stats from service years 4 and onward are accurate.

In all cases, “days” refers to City working days and does not include weekends. The performance information is also summarized in the table at the end of this section of the report.

A. Illegal Dumping

Total number of requests in the first 7.5 years: 49,369 (33.0% of all requests)

Percentage of requests completed on time in the first 7.5 years: 78.3%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	3 days	3 days	3 days	3 days	3 days	3 days	3 days	3 days
Number of Requests	2,371	5,470	6,433	6,556	8,616	10,059	6,376	3,488
Average	4.4 days (delayed by 467% over service goal)	8.6 days (delayed by 186.7% over service goal)	2.7 days (exceeded service goal by 10%)	5.5 days (delayed by 84.8% over service goal)	3.5 days (delayed by 17.4% over service goal)	1.2 days (exceeded service goal by 60%)	2.1 days (exceeded service goal by 30%)	2.1 days (exceeded service goal by 30%)

Public Works staff is committed to the cleanup of illegal dumping all over the City. The three-day service level goal has been met since Year 6.

B. Graffiti

Total number of requests in the first 7.5 years: 36,770 (24.6% of all requests)

Percentage of requests completed on time in the first 7.5 years: 93.6%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	3 days	3 days	3 days	3 days	3 days	3 days	3 days	3 days
Number of Requests	1,840	2,971	3,994	4,832	5,555	6,340	6,740	4,498
Average	1.7 days (exceeded service goal by 43.3%)	1.1 days (exceeded service goal by 63.3%)	1.8 days (exceeded service goal by 40%)	2.0 days (exceeded service goal by 32.4%)	2.3 days (exceeded service goal by 23.4%)	2.4 days (exceeded service goal by 20%)	2.6 days (exceeded service goal by 13.3%)	1.9 days (exceeded service goal by 36.6%)

Public Works staff is dedicated to removing graffiti on public property, and Code Enforcement staff is committed to working with owners of private property with graffiti. They have collectively met their service level goal throughout the duration of the 311 app.

C. Abandoned Vehicles

Total number of requests in the first 7.5 years: 17,013 (11.4% of all requests)

Percentage of requests completed on time in the first 7.5 years: 88.5%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	14 days	14 days	14 days	14 days	14 days	14 days	14 days	14 days
Number of Requests	700	1,671	1,774	2,073	2,564	2,832	3,405	1,994
Average	12.2 days (exceeded service goal by 12.9%)	9 days (exceeded service goal by 35.7%)	9.3 days (exceeded service goals by 33.6%)	9.9 days (exceeded service goals by 29.4%)	9.2 days (exceeded service goal by 34.5%)	9.1 days (exceeded service goal by 35%)	8.1 days (exceeded service goal by 42.1 %)	7.8 days (exceeded service goal by 44.3 %)

Staff from Traffic Enforcement and Code Enforcement are assigned abandoned vehicle requests on public and private property, respectively. Staff from Traffic Enforcement has met their service level goal; the average abandoned vehicles on public property response time for service year 7 was 7.6 days and for the first half of service year 8 was 7.5 days.

However, on the Code Enforcement side, the average abandoned vehicles on private property response time for service year 7 was 16.7 days and for the first half of service year 8 was 17.6 days. The delay is due to staffing. The City had 3 vacant inspector positions open at the start of 2022, and during the year, also lost the manager and an administrative position who monitored and assigned many of the 311 calls. This was on top of the dedication of one inspector and the remaining administrative position to the Measure O Safe Homes Safe Families program. So effectively, the City only had 5 inspectors to carry the work load typically covered by 9 FTEs. The delays are consistent with 44% of staff positions remaining unfilled or re-assigned. The City has hired two new inspectors just recently. Once we get back up to full staffing, the response times should improve.

D. Overgrown Landscape

Total number of requests in the first 7.5 years: 6,357 (4.2% of all requests)

Percentage of requests completed on time in the first 7.5 years: 72.1%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	313	891	902	898	936	873	840	704
Average	73.7 days (delayed by 22.8% over service goal)	92.5 days (delayed by 54.2% over service goal)	75.1 days (delayed by 25.2% over service goal)	36.7 days (exceeded service goal by 38.8%)	47.0 days (exceeded service goal by 21.6%)	43.2 days (exceeded service goal by 28%)	31.5 days (exceeding service goal by 47.5%)	24.8 days (exceeded service goal by 59%)

Public Works is utilizing on-call contractor services to continue addressing overgrown landscape requests that were previously addressed by the County Work Release Program. Since the County program (\$550 per day) is no longer available, the use of on-call contractor services have improved response times, but at significantly higher costs of up to \$8,000 per day. The Parks Division has also developed a 311 crew with dedicated staff assigned to respond to non-irrigation related 311 requests. They have exceeded their service goal since Year 4 and with the additional support of contract services, we anticipate the number of overgrown landscape requests to continue to decrease over time.

E. General Questions

Total number of requests in the first 7.5 years: 5,426 (3.6% of all requests)

Percentage of requests completed on time in the first 7.5 years: 60.3%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	15 days	15 days	15 days	15 days	15 days	15 days	15 days	15 days
Number of Requests	413	668	709	742	881	818	814	381
Average	41.5 days (delayed by 176.7% over service goal)	45.9 days (delayed by 206% over service goal)	42.2 days (delayed by 181.3% over service goal)	30.7 days (delayed by 104.7% over service goal)	15.2 days (delayed by 1.6% over service goal)	20 days (delayed by 33.3% over service goal)	21.6 days (delayed by 44% over service goal)	12.6 days (exceeded service goal by 16%)

This category is a catch-all so residents can submit requests that otherwise do not fit into one of the existing categories. Sample submissions include trash or furniture in the alleyways, code compliance concerns regarding blocked street parking, loud noise, overgrown trees, broken gates and fences, maintenance in general and special district parks, broken playground equipment in parks, multiple families living in one house, and unauthorized street vendors. There are some instances where a submission is made to General Questions rather than to the correct other category. Staff responsible for the General Questions category often receive a request and reassign it to the appropriate staff in another department, which may delay the process. However, in the first half of year 8, staff responsible for this category have been following up more often with the staff handling the reassignment, which has yielded success. We expect the average results of year 8 to continue to be below the 15-day goal as staff fielding these questions will be following up more frequently with those who have overdue requests.

F. Potholes

Total number of requests in the first 7.5 years: 5,112 (3.4% of all requests)

Percentage of requests completed on time in the first 7.5 years: 49.0%

	Year 1	Year 2 (First Half)	Year 2 (Second Half)	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	150 days	15 days	30 days	30 days	35 days	35 days	35 days	35 days	35 days
Number of Requests	592	646		717	759	493	687	817	397
Average	73.3 days (exceeded service goal by 51.2%)	110.6 days (delayed by 637% over service goal)	118.6 days (delayed by 295% over service goal)	81.7 days (delayed by 172.2% over service goal)	100.1 days (delayed by 186.1% over service goal)	135.9 days (delayed by 288.2 over service goal)	49.3 days (delayed by 40.9% over service goal)	28 days (exceeded service goal by 20%)	16.4 days (exceeded service goal by 53.1%)

In September 2021, Public Works' Streets Division hired seven maintenance workers and purchased two asphalt patch trucks for pothole repairs with Measure E funding. Since September, Public Works has assigned staff to specifically address potholes on a daily basis. The two pothole patch trucks were received in June 2023 and were put into action in July 2023. These trucks will continue to assist in our responses to 311 requests.

G. Water Waste and Leaks

Total number of requests in the first 7.5 years: 3,879 (2.6% of all requests)

Percentage of requests completed on time in the first 7.5 years: 60.9%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	4 days	4 days	4 days	4 days	4 days	4 days	4 days	4 days
Number of Requests	133	310	321	326	454	546	1,535	254
Average	25.7 days (delayed by 542.5% over service goal)	42.9 days (delayed by 972.5% over service goal)	47.1 days (delayed by 1,077.5 % over service goal)	12.5 days (delayed by 211.3% over service goal)	8.9 days (delayed by 123.1% over service goal)	17.6 days (delayed by 340% over service goal)	4.9 days (delayed by 22.5% over service goal)	7.4 days (delayed by 85% over service goal)

During the third year performance report, City staff identified workflow issues within the system that were preventing requests from being assigned to the correct person. Staff responded by developing complex assignment logic within the 311 system to automatically assign requests to appropriate personnel based on the location of the issue and the type of equipment causing the water waste or leak. Response times were reduced dramatically from 47.1 days in the third year to 17.6 days in the sixth year. Staff has continued to make progress, yet we still exceed the 4-day response goal.

In Year 7, the Water Division assisted with coordinating irrigation audits at 22 parks between April and June of 2022. Once completed, staff used the findings of the irrigation audits to prioritize the irrigation repairs based on the estimated water waste per park. Staff utilized contractor services to complete all of the irrigation repairs within the 22 parks that were audited. Additionally, 1,535 requests were completed within an average of 4.9 days. The number of requests was a result of the drought restrictions and the community outreach that requested residents to report any irrigation leaks through 311.

After the first half of Year 8, we are projecting over 500 requests in the service year. Currently, the response is averaging 7.4 days. The number of days is trending higher from the previous year as a result of vacant positions in the Parks Division, including the Parks Manager. The appropriate remaining staff members are now focused on ensuring that completed 311 requests are being closed out in a timely manner after the work has been completed.

H. Trash and Recycling Service

Total number of requests in the first 7.5 years: 3,810 (2.5% of all requests)

Percentage of requests completed on time in the first 7.5 years: 71.3%

(continued)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	2 days	2 days	2 days	3 days	3 days	3 days	3 days	3 days
Number of Requests	126	320	313	313	513	649	1,023	510
Average	4.3 days (delayed by 115% over service goal)	4.5 days (delayed by 125% over service goal)	7.5 days (delayed by 275% over service goal)	2.4 days (exceeded service goal by 18.8%)	1.7 days (exceeded service goal by 44.5%)	4.0 days (delayed by 33.3% over service goal)	3.0 days (met service goal)	3.2 days (delayed by 6.6% over service goal)

There was a significant increase in this type of requests from year 1 to year 6. These requests are exclusively related to Environmental Resources collection operations for missed pickups or repairs on residential trash carts and commercial bins. Staff exceeded their performance goal in service year 5, faced delays in year 6, and met the performance goals for year 7. In the first half of year 8 the total number of requests continues to trend very high compared to the totals for years 1 through 6. The average response time in the first half of year 8 is slightly over the goal and is attributed to staff spending more time to identify root causes (container not out or blocked, defective cart lid batch, driver error, etc.) for the missed service or repairs to residential carts and commercial bins; in an effort to reduce the number of misses and damages reported.

I. Litter

Total number of requests in the first 7.5 years: 3,614 (2.4% of all requests)

Percentage of requests completed on time in the first 7.5 years: 64.0%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	3 days	3 days	3 days	10 days	10 days	10 days	10 days	10 days
Number of Requests	373	451	347	385	498	531	634	395
Average	14.6 days (delayed by 386.7 over service goal)	24.7 days (delayed by 723.3% over service goal)	20.3 days (delayed by 576.7% over service goal)	12.2 days (delayed by 21.7% over service goal)	17.1 days (delayed by 71% over service goal)	9.2 days (exceeded service goal by 8%)	9.2 days (exceeded service goal by 8%)	7.5 days (exceeded service goal by 25%)

Staff from Parks/ER and Code Enforcement are assigned litter requests on public and private property, respectively. Staff from Parks/ER has met their service level goal; the average litter on public property response time for service year 7 was 7.3 days and for the first half of service year 8 was 5.3 days.

However, on the Code Enforcement side, the average litter on private property response time for service year 7 was 20.2 days and for the first half of service year 8 was 20 days. Just as in abandoned vehicles on private property, the delay is due to staffing. The City had 3 vacant inspector positions open at the start of 2022, and during the year, also lost the manager and an administrative position who monitored and assigned many of the 311 calls. This was on top of the dedication of one inspector and the remaining administrative position to the Measure O Safe Homes Safe Families program. So effectively, the City only had 5 inspectors to carry the work load typically covered by 9 FTEs. The delays are consistent with 44% of staff positions remaining unfilled or re-assigned. The City has hired two new inspectors just recently. Once we get back up to full staffing, the response times should improve.

J. Homeless Encampment

Total number of requests in the first 7.5 years: 3,440 (2.3% of all requests)

Percentage of requests completed on time in the first 7.5 years: 99.0%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	NA	NA	NA	21 days	21 days	21 days	21 days	21 days
Number of Requests	NA	NA	NA	7	561	827	1,249	796
Average	NA	NA	NA	7.6 days (exceeded service goal by 63.9%)	6.6 days (exceeded service goal by 68.4%)	4.6 days (exceeded service goal by 78.1%)	3.4 days (exceeded service goal by 83.8%)	3.5 days (exceeded service goal by 83.3%)

The Homeless Encampment request type was created and made available to the public April 23, 2020, which was close to the end of service year four. This request type is marked as “sensitive” and limits access to the request to the person who submitted the request and the staff who are assigned to it. Staff from the Police Department, Environmental Resources, Code Compliance, and Housing are all involved in the workflow and work as a team to coordinate safe outreach and cleanup efforts. Staff have consistently exceeded their performance goal.

K. Animal Safety

Total number of requests in the first 7.5 years: 3,246 (2.2% of all requests)

Percentage of requests completed on time in the first 7.5 years: 83.8%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	2 days	2 days	2 days	7 days	7 days	7 days	7 days	7 days
Number of Requests	103	217	308	213	216	785	794	610
Average	7.3 days (delayed by 265% over service goal)	8.3 days (delayed by 315% over service goal)	5.8 days (delayed by 190% over service goal)	6.8 days (exceeded service goal by 3.4%)	2.8 days (exceeded service goal by 60.5%)	2.2 days (exceeded service goal by 68.6%)	2.4 days (exceeded service goal by 65.7 %)	1.8 days (exceeded service goal by 74.2%)

Staff requested, and was granted, an extension of their service goal from 2 days to 7 days to more appropriately reflect the workflow related to animal safety requests. Staff have exceeded their performance goal since that extension was granted in year 4.

L. Sidewalk Repair

Total number of requests in the first 7.5 years: 2,775 (1.9% of all requests)

Percentage of requests completed on time in the first 7.5 years: 55.1%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	241	687	410	427	252	259	324	175
Average	116 days (delayed by 93.3% over service goal)	121.9 days (delayed by 103.2% over service goal)	58.7 days (exceeded service goal by 2.2%)	65.3 days (delayed by 8.8% over service goal)	43.1 days (exceeded service goal by 28.17%)	34 days (exceeded service goal by 43.3%)	41.5 days (exceeded service goal by 30.8%)	33.6 days (exceeded service goal by 44%)

Public Works Streets Division staff has steadily improved its response to this type of request since the first two service years and has exceeded the service level goal since Year 5. The limited number of Streets Maintenance Staff has to prioritize among many things (pothole repair, sidewalk repair, weed abatement, sign replacements, pavement markings, etc) and do so as best as possible to address 311 requests. Despite having several vacancies in this Division, staff has been able to exceed the goal set for this category.

M. Traffic - General Issues

Total number of requests in the first 7.5 years: 2,116 (1.4% of all requests)

Percentage of requests completed on time in the first 7.5 years: 77.9%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	15 days	15 days	15 days	18 days	18 days	18 days	18 days	18 days
Number of Requests	11	53	174	185	285	456	594	358
Average	384.7 days (delayed by 2464.7% over service goal)	40.5 days (delayed by 170.0% over service goal)	18.2 days (delayed by 21.3% over service goal)	19.1 days (delayed by 6% over service goal)	27.1 (delayed by 50.7% over service goal)	26.7 days (delayed by 48.3% over service goal)	11 days (exceeded service goal by 38.8%)	9.5 days (exceeded service goal by 47.2%)

A modified approach to 311 requests was implemented in year 6 with 311 requests that require substantial field investigation or follow up study being moved into the traffic request process to monitor requests. This should assist in closing out standard 311 requests to meet the objectives and still track and process major complex requests as they are submitted. Adjustments to the process have resulted in seeing a measurable improvement in this area in year 7 and the first half of year 8. The amount of requests have increased, potentially due to traffic staff attending Neighborhood Council Meetings starting in year 7 to provide information about the new Speed Hump Program. Many requests are brought up at the meetings, and staff encourage the public to utilize the 311 system.

N. Streetlight Out

Total number of requests in the first 7.5 years: 1,926 (1.3% of all requests)

Percentage of requests completed on time in the first 7.5 years: 71.4%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	15 days	15 days	15 days	15 days	15 days	15 days	15 days	15 days
Number of Requests	128	234	213	255	317	355	286	138
Average	123.6 days (delayed by 724% over service goal)	55.9 days (delayed by 272.7% over service goal)	28.5 days (delayed by 90% over service goal)	19.1 days (delayed by 27.6% over service goal)	7.0 days (exceeded service goal by 53.2%)	16.8 days (delayed by 12% over service goal)	32.9 days (delayed by 119.3% over service goal)	20.7 days (delayed by 38% over service goal)

City staff continues to assist with Southern California Edison (SCE) street light outages City-wide. Approximately 96% of the street lights within the City limits are owned and maintained by SCE. Once an outage is received, it is reported to SCE and the 311 request is closed. City street-owned lighting outages are reported to the appropriate division for repairs. Depending on the complexity of the repair and parts needed, a delay may occur due to contractor scheduling or material availability. The goal was not obtained in year 6 due to other planned and unplanned work for staff, including safety related transportation improvements and traffic signal repairs with higher priority than illumination outages. This trend continued in year 7, which was also exacerbated by supply chain and materials delays. Staff will examine the possibility of a new CIP project to evaluate streetlight infrastructure citywide and develop a program to replace older light poles and a routine maintenance program, should General Funds be made available through the budget process.

O. Street Signs

Total number of requests in the first 7.5 years: 1,592 (1.1% of all requests)

Percentage of requests completed on time in the first 7.5 years: 77.6%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	86	221	185	200	247	250	276	127
Average	70.5 days (delayed by 17.5% over service goal)	60.9 days (delayed by 1.5% over service goal)	32.3 days (exceeded by 46.2% over service goal)	46.6 days (exceeded by 22.3% over service goal)	24.8 days (exceeded by 58.7% over service goal)	35.7 days (exceeded by 40.5% over service goal)	15.7 days (exceeded by 73.8% over service goal)	12.3 days (exceeded service goal by 79.5%)

The City has contracted with a sign vendor that supplies and makes signs, which has improved the response time for the repair and replacement of signs. Staff have been exceeding their performance goals consistently since Year 3.

P. Special Districts (formerly called Assessment Districts)

Total number of requests in the first 7.5 years: 1,381 (0.9% of all requests)

Percentage of requests completed on time in the first 7.5 years: 62.4%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	21 days	21 days	21 days	21 days	21 days	21 days	21 days	21 days
Number of Requests	190	229	211	211	124	189	135	92
Average	18.9 days (exceeded by 10% over service goal)	31.6 days (delayed by 50.5% over service goal)	58.6 days (delayed by 179% over service goal)	17.9 days (exceeded by 14.8% service goal)	15.4 days (exceeded by 26.8% service goal)	31.7 days (delayed by 51% over service goal)	91.5 days (delayed by 336% over service goal)	23.2 days (delayed service goal by 10.5%)

The goals for both years 4 and 5 were met. However, the goals for years 6, 7, and 8 have been delayed for the following reasons.

First, a majority of the requests are for tree trimming and root pruning services, which require significant funding to address. Staff developed FY 2023-24 budgets to include funding to address approximately 12,000 trees across 41 Special Districts (“Districts”). The City’s contractor has already completed Landscape Maintenance District (“LMD”) No. 31 (472 trees), LMD-36 (877 trees), and LMD-51 (437) trees. Therefore, staff has now closed 36 tree-related requests in those Districts. The remainder of the Districts are expected to receive tree maintenance service before June 30, 2024, and staff anticipates closing 65 additional tree-related 311 requests. LMDs 11, 23, 25, and 58 currently do not have funding available and staff are planning to address these tree requests in FY 2024-25.

In order to address future District-wide tree trimming within the LMDs, staff have developed a multi-year grid-pruning schedule that will work in tandem with the citywide grid-pruning program with FY 2026-27 being the next year of service for all LMDs. As authorized by Streets & Highway Code 22660(a), funding is anticipated to be collected each year leading to FY 2026-27 in order to provide specific funding for this service.

Individual tree service requests will be addressed in each fiscal year as funding is available.

Second, the Division has completed an analysis of authorized services and improvements throughout the LMDs. We found 45 sidewalk-related 311 requests that were not the responsibility of the Districts. Those 311s were transferred to the Streets Division. The seven remaining requests for sidewalk repairs will be addressed by Special Districts staff.

Finally, in an effort to get back below the 21 day goal, Special Districts has filled key positions, including two Project Managers and two Maintenance Specialist Senior positions - all critical to ongoing maintenance and operations. With the addition of regular and ongoing contract services to assist our crews, we anticipate the number of requests to decrease over time as we get a handle on the deferred maintenance. However, services will continue to be unavailable in some LMDs due to their assessment limitations and their limited available fund balance that is a result of their capped assessments. As such, any requests beyond the scheduled routine landscape maintenance services are not able to be performed in a timely manner, or at all, due to these LMDs being underfunded. Staff does not recommend using the General Fund to subsidize the underfunded Districts because it would result in an inequity to the funded Districts.

Q. Traffic - Signal Issues

Total number of requests in the first 7.5 years: 1,008 (0.7% of all requests)

Percentage of requests completed on time in the first 7.5 years: 50.2%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	3 days	3 days	3 days	15 days	15 days	15 days	15 days	15 days
Number of Requests	176	135	136	132	101	103	138	87
Average	300.5 days (delayed by 9916.7% over service goal)	73.9 days (delayed by 2363.3% over service goal)	21.1 days (delayed by 603.3% over service goal)	23.8 days (delayed service goal by 58.7%)	26.8 days (delayed service goal by 78.7%)	22 days (delayed service goal by 46.7%)	17.4 (delayed service goal by 16%)	10 days (exceeded service goal by 33.3%)

The filling of vacant positions has helped decrease the time to respond to requests from year 6 to year 7; however, the number of requests has increased. This coupled with requests that require additional information to resolve results in delays for year 7. Staff has been working to expand the 311 fields to gather more incident information so that our technicians can resolve issues faster. As can be seen by the first six months of year 8, the ability to fill some more of the vacant positions in Transportation Engineering has led to a better success rate.

R. Street Markings

Total number of requests in the first 7.5 years: 441 (0.3% of all requests)

Percentage of requests completed on time in the first 7.5 years: 72.2%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	27	61	61	72	54	70	54	42
Average	68.3 days (delayed by 13.8% over service goal)	78.9 days (delayed by 31.5% over service goal)	83.2 days (delayed service goal by 38.7%)	31.2 days (exceeded by 47.9% over service goal)	34.3 days (exceeded service goal by 42.8%)	37.4 days (exceeded service goal by 37.7%)	16.2 days (exceeded by 73% over service goal)	16.8 days (exceeded service goal by 72%)

The Streets Division continues to improve their response time for service requests as well as making efforts to maintain pavement markings with in-house staffing and contracted work.

S. Curb and Gutter Repair

Total number of requests in the first 7.5 years: 400 (0.3% of all requests)

Percentage of requests completed on time in the first 7.5 years: 41.6%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	60 days	60 days	60 days	60 days	60 days	60 days	60 days	60 days
Number of Requests	14	51	52	52	42	62	89	38
Average	205.7 days (delayed by 242.8% over service goal)	150.8 days (delayed by 151.3% over service goal)	58.1 days (exceeded service goal by 3.2%)	80.1 days (delayed by 33.5% over service goal)	37.9 days (exceeded service goal by 36.8%)	37.8 days (exceeded service goal by 36.8%)	80.5 days (delayed by 34.2% over service goal)	47.3 days (exceeded service goal by 21.2%)

In year 7, due to vacancies and the lack of qualified applicants, the Public Works Streets Division was operating with approximately 12 out of 18 of the fully authorized positions. The same staff that does curb/gutter repairs also does pothole repair, paving streets and alleys, signs and pavement markings, weed abatement, and beach sand removal from our street right of ways. Specifically, priority concentration for the concrete team and funding were directed towards sidewalk displacement grinds and the removal and replacement of sidewalk repairs as they could result in claims and/or litigation against the City more frequently than curb/gutter issues. The Division is continuing the process by filling vacancies which has shown a positive impact on the first half of year 8.

T. Technical Support & Questions

Total number of requests in the first 7.5 years: 99 (0.1% of all requests)

Percentage of requests completed on time in the first 7.5 years: 90.0%

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8 (First Half)
Goal	6 days	6 days	6 days	6 days	6 days	6 days	6 days	6 days
Number of Requests	20	13	9	10	17	11	8	11
Average	61.2 days (delayed by 920.0% over service goal)	6.7 days (delayed by 11.7% over service goal)	1.2 days (exceeded service goal by 80.0%)	8.8 days (delayed by 46.7% over service goal)	4.4 days (exceeded service level by 27.5%)	5.0 days (exceeded service level by 16.7%)	5.0 days (exceeded service level by 16.7%)	10 days (delayed by 66.7% over service goal)

For the majority of requests, staff has consistently met the service level goal. However, Oxnard 311 app software-related issues often take more time to resolve than the service level goal allows. For example, when a user submitted a request regarding issues with uploading pictures, Accela had to release a software update patch that took close to a month to develop and release. With these types of issues, City staff cannot process the request any faster.

Staff completed requests within the service level goal for years five and six. For year 7 and the first half of year 8, the IT Department experienced a major turnover in staff, which caused delays in meeting the service level goals. New leadership as well as some replacement staff has recently been added, and new processes are being put in place to ensure better responsiveness going forward.

Summary Table

A summary of the request types (in alphabetical order), their service level goals, and the performance for each service

year can be found in the table immediately below. Each column of the table represents a different service year. Each row represents a different request type. In each cell of the table, the “goal” represents the service level goal in that year for that request type, and each “avg” or “average” states the average completion time of staff in that year for that request type. For example, in Year 2 for abandoned vehicles, the table lists “Goal: 14 , Average: 9.” This means that in Service Year 2, the service level goal for abandoned vehicles was 14 working days, but staff was responsive to those requests on an average of 9 working days.

Category	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8 (First Half)	
	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg	Goal	Avg
Abandoned Vehicle	14	12.2	14	9	14	9.3	14	9.9	14	9.2	14	9.1	14	8.1	14	7.8
Animal Safety	2	7.3	2	8.3	2	5.8	7	6.8	7	2.8	7	2.2	7	2.4	7	1.8
Curb and Gutter Repair	60	205.7	60	150.8	60	58.10	60	80.1	60	37.9	60	37.8	60	80.5	60	47.3
General Questions	15	41.5	15	45.9	15	42.2	15	30.7	15	15.2	15	20	15	21.6	15	12.6
Graffiti	3	1.7	3	1.1	3	1.8	3	2	3	2.3	3	2.4	3	2.6	3	1.9
Homeless Encampment	NA	NA	NA	NA	NA	NA	21	7.6	21	6.6	21	4.6	21	3.4	21	3.5
Illegal Dumping	3	4.4	3	8.6	3	2.7	3	5.5	3	3.5	3	1.2	3	2.1	3	2.1
Litter	3	14.6	3	24.7	3	20.3	10	12.2	10	17.1	10	9.2	10	9.2	10	7.5
Overgrown Landscape	60	73.7	60	92.5	60	75.1	60	36.7	60	47	60	43.2	60	31.5	60	24.8
Pothole	150	73.3	15/30*	113.4	30	81.7	35	100.1	35	135.9	35	49.3	35	28	35	16.4
Sidewalk Repair	60	116	60	121.9	60	58.7	60	65.3	60	43.1	60	34	60	41.5	60	33.6
Special Districts	21	18.9	21	31.6	21	58.6	21	17.9	21	15.4	21	31.7	21	91.5	21	23.2
Street Markings	60	68.3	60	78.9	60	83.2	60	31.2	60	34.3	60	37.4	60	16.2	60	16.8
Street Signs	60	70.5	60	60.9	60	32.3	60	46.6	60	24.8	60	35.7	60	15.7	60	12.3
Streetlight Out	15	123.6	15	55.9	15	28.5	15	19.1	15	7.0	15	16.8	15	32.9	15	20.7

Tech Support and Questions	6	61.2	6	6.7	6	1.2	6	8.8	6	4.4	6	5.0	6	5	6	10
Traffic-General Issues	15	384.7	15	40.5	15	18.2	18	19.1	18	27.1	18	26.7	18	11	18	9.5
Traffic - Signal Issues	3	300.5	3	73.9	3	21.1	15	23.8	15	26.8	15	22.0	15	17.4	15	10
Trash and Recycling Service	2	4.3	2	4.5	2	7.5	3	2.4	3	1.7	3	4.0	3	3.0	3	3.2
Water Waste and Leaks	4	25.7	4	42.9	4	47.1	4	12.5	4	8.9	4	17.6	4	4.9	4	7.4

The service level goal for pothole requests was changed in the middle of year 2. The first half of year 2 had a service level goal of 15 days. The second half of year 2 had a service level goal of 30 days.

4. Summary

A. Projected Future Use of Oxnard 311

Oxnard staff have communicated with other cities around the country that use the same CRM platform (Accela's PublicStuff) to estimate what future Oxnard 311 use could look like. Most cities reported a large increase in submitted requests between years one and two as more users discovered the system, which Oxnard experienced. The following years display steady request increases between 7 to 30%. Oxnard 311 growth appears to be close to following the same trend.

While impossible to predict the exact value of request increases for Oxnard 311, the City should be prepared for continuous growth. The related increase in workload will need to be met with a variety of solutions, including more efficient workflows, additional staff, and potentially increasing service level goals to account for additional work.

B. Changes to Technologically Improve the System

The new Tyler enterprise resource planning (ERP) system will have a significant impact on the Oxnard 311 system. Requests submitted through Oxnard 311 will automatically generate detailed work orders in the new ERP compared to the minimal request assignments currently created through Accela's PublicStuff platform. This will allow staff to collect more data related to resources used to complete requests. This in turn will allow City staff to gain new insights through data-rich analysis to better prepare for future workloads.

The new ERP system is taking multiple years to implement. As a temporary solution, the City's GIS Division has created custom work order systems to assist staff in responding to high volume request types. One component of these custom work order systems is computer generated smart routing for vehicle efficiency when responding to requests throughout the City. This technology is still being refined and will ultimately save time and fuel while also reducing response time to requests.

C. Analysis

In both year 7 and the first half of year 8, staff met the service level goals in 12 categories: abandoned vehicles, animal safety, graffiti, homeless encampment, illegal dumping, litter, overgrown landscape, pothole, sidewalk repair, street markings, street signs, traffic - general issues. In just the first half of year 8, staff met the service level goal in another 3 categories. To continue meeting the goals in those three categories:

1. Regarding general questions, staff responsible for this category will follow up more frequently with staff handling the requests, thereby removing any delay.
2. Regarding traffic - signal issues, the first step is in the expansion of the 311 fields to gather more incident information so that our technicians can resolve issues faster. Also, filling more vacancies in Transportation Engineering will help reduce response times.
3. Regarding curb and gutter repair, a priority is placed on filling critical positions to ensure the same volume of work can be accomplished as was done in the first six months of year 8.

This leaves 5 request types for staff to focus on for the remaining months of year 8:

1. Regarding water waste and leaks, the delayed efforts are in the parks, and filling vacant positions including the Parks Manager will help; in the interim, the focus is on closing out 311 requests in a timely manner to achieve the 4-day goal.
2. Regarding trash and recycling services, staff will work to identify service issues to avoid missed pickups of residential carts and commercial bins and work to resolve the customers' service concerns within a three-day response time. To reduce the amount of 311 calls Environmental Resources gets for issues associated with cross-contamination and/or overflowing carts that cause litter, staff will continue educating residential and commercial customers on proper use of three-stream waste/recycle service, and, to encourage less contamination to the recycle streams in an effort to reduce litter around residential carts and trash enclosures.
3. Regarding streetlight out, staff will work to have inventory on-hand to avoid lengthy procurement times, while pursuing funding for a streetlight plan to identify the replacement needs for antiquated equipment.
4. Regarding Special Districts, staff transferred 45 sidewalk-related 311 requests to the Streets Division, completed 36 tree-related requests, and anticipates closing another 65 such requests by the end of the fiscal year. Special Districts has also filled key positions and added ongoing contract services to assist the crews. To address future tree trimming within the LMDs, staff have developed a multi-year grid-pruning schedule in conjunction with the citywide grid-pruning program. However, some 311 requests cannot be addressed until FY 2024-25 because those districts currently do not have sufficient funding from the annual assessments.
5. Regarding technical support and questions, new IT leadership, staff and processes should bring the response times back down below the goal on average.

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.

FINANCIAL IMPACT

There is no Financial Impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on January 23, 2024.

Prepared by: Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Presentation

Oxnard 311 - Performance Update Report

February 20, 2024

City Council

Rob Ruben, Chief Information Officer

That the City Council receive a City of Oxnard 311 constituent relationship management performance update for the period of service year seven (May 1, 2022, through April 30, 2023) and the first half of service year eight (May 1, 2023, through October 31, 2023).

Launched



150,593



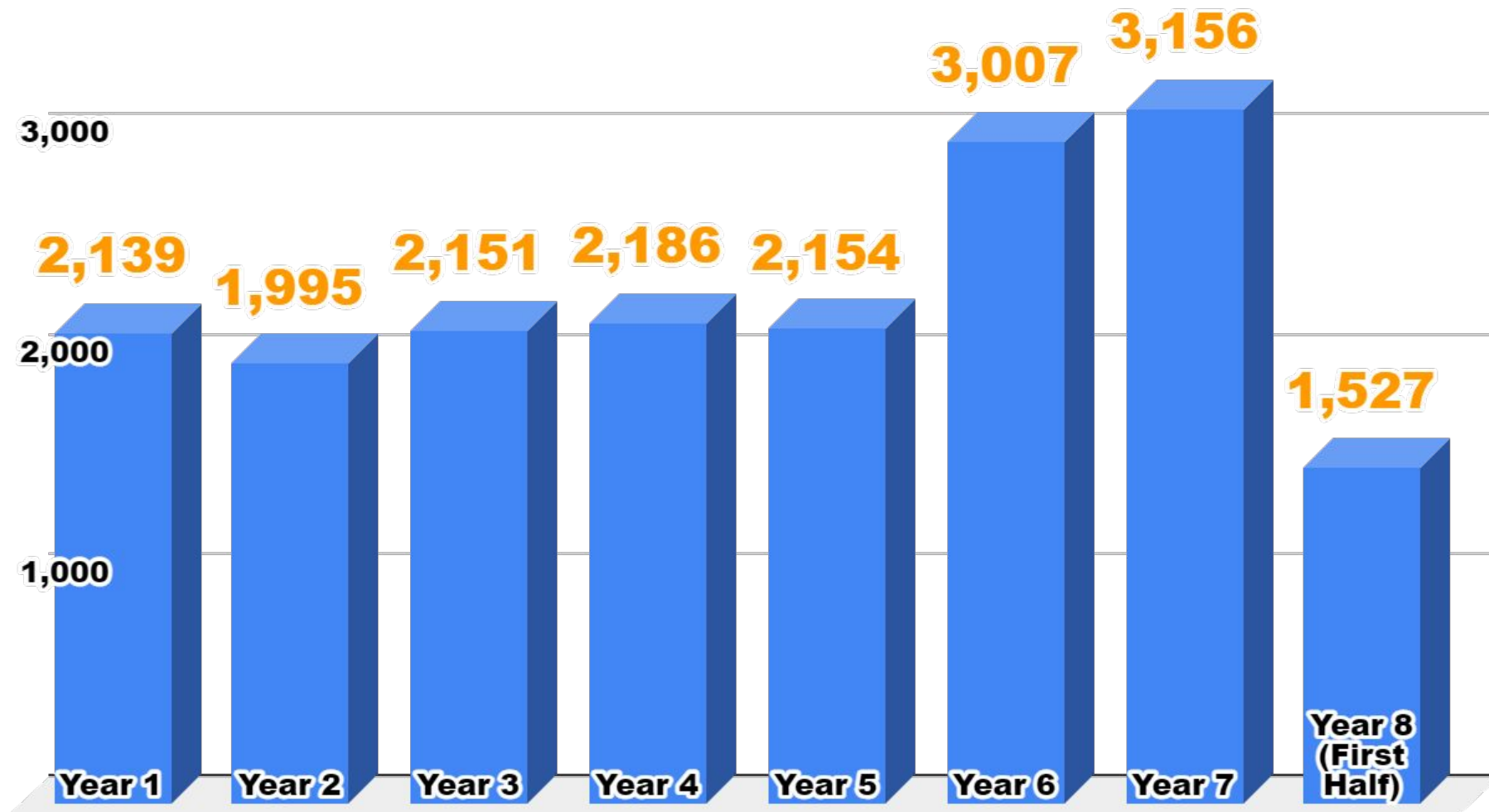
18,315



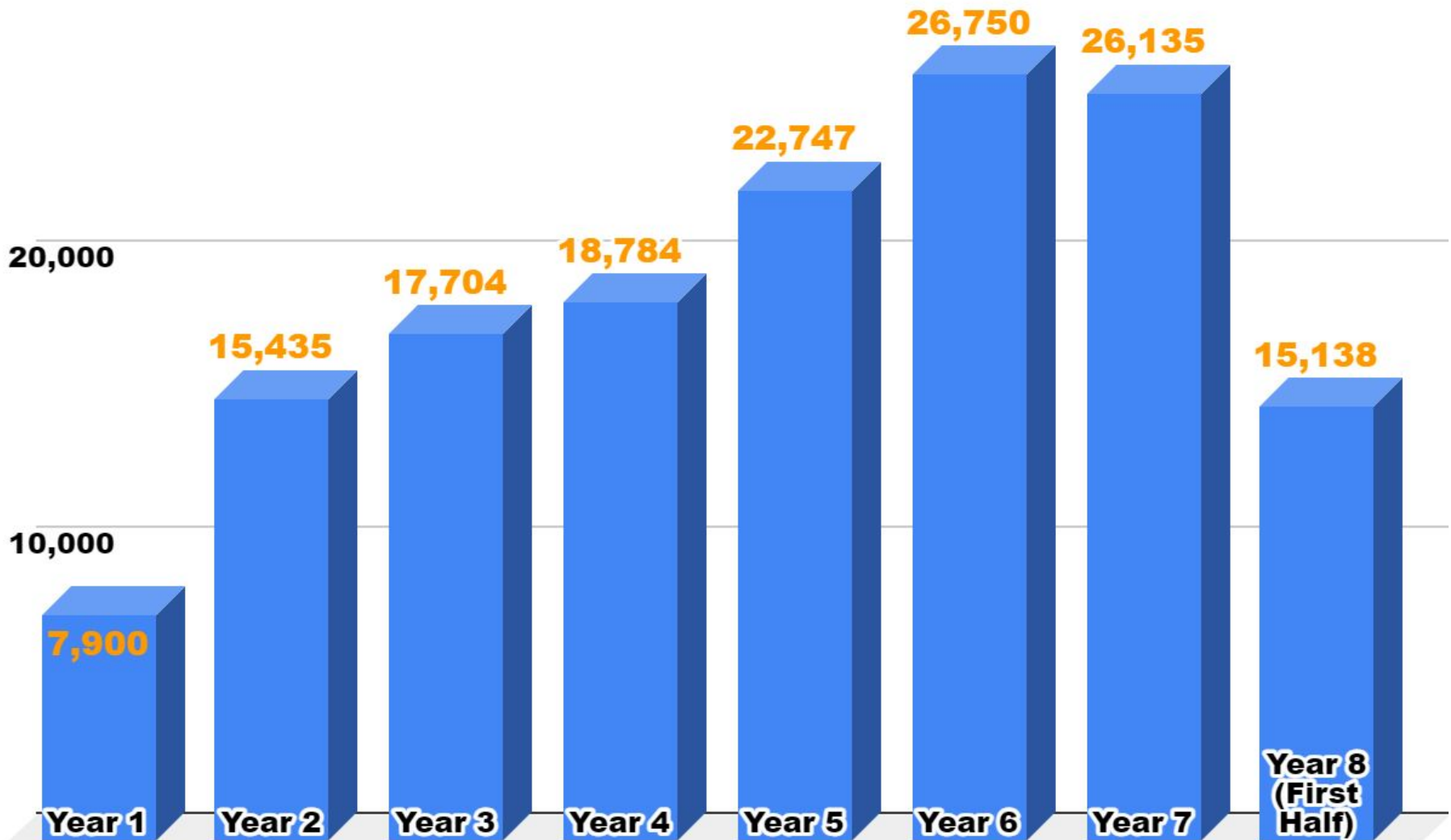
17 languages supported

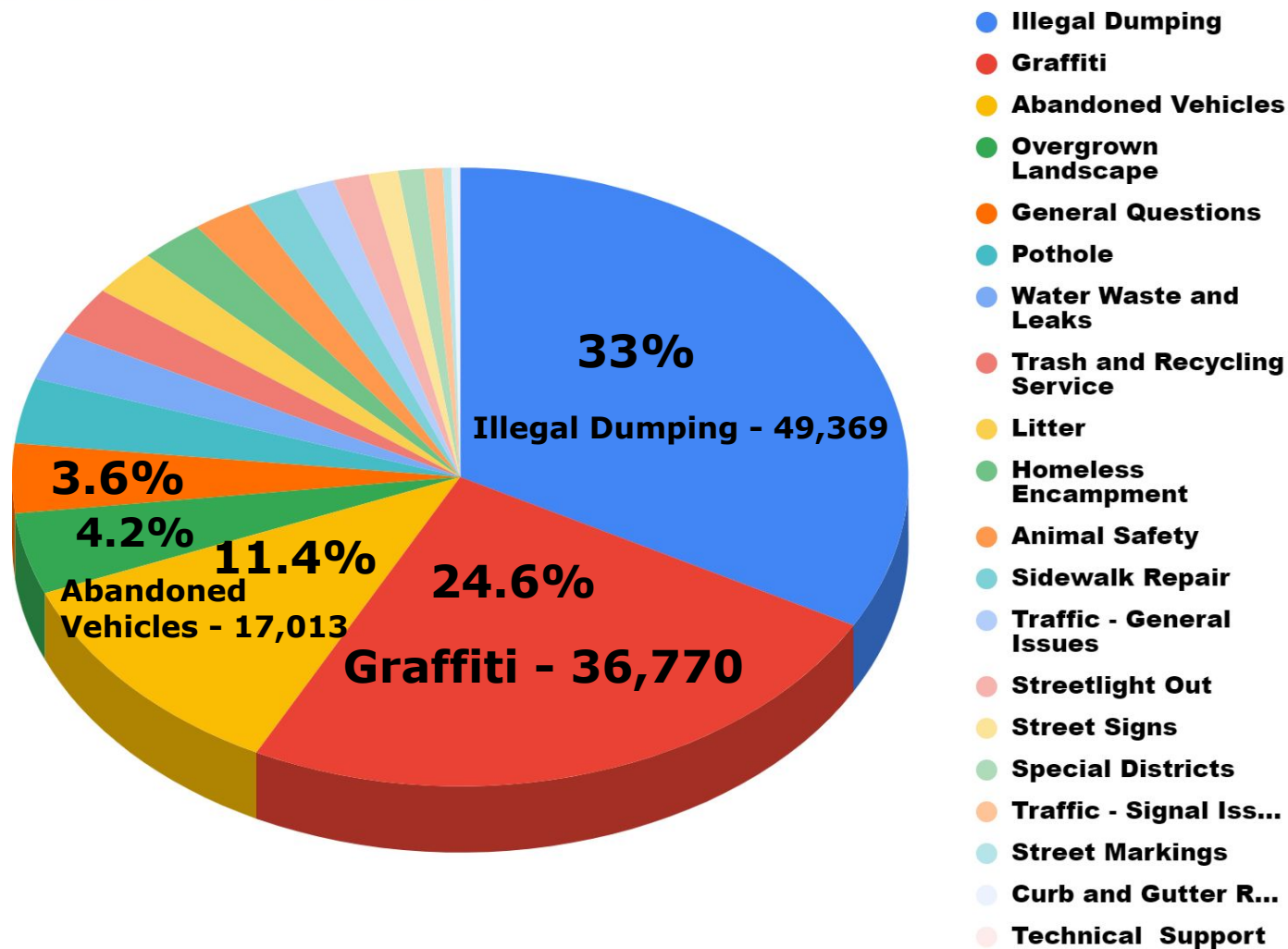
APP DOWNLOADS

4



REQUESTS SUBMITTED

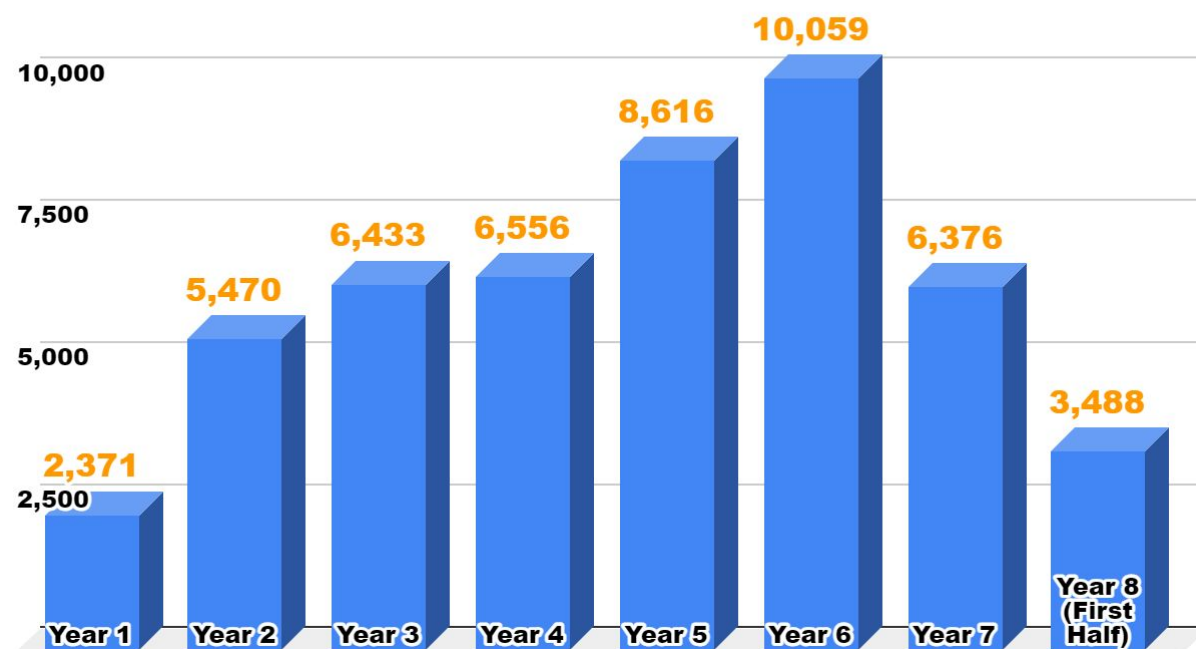




49,369 Total Illegal Dumping Requests in first 7 ½ years

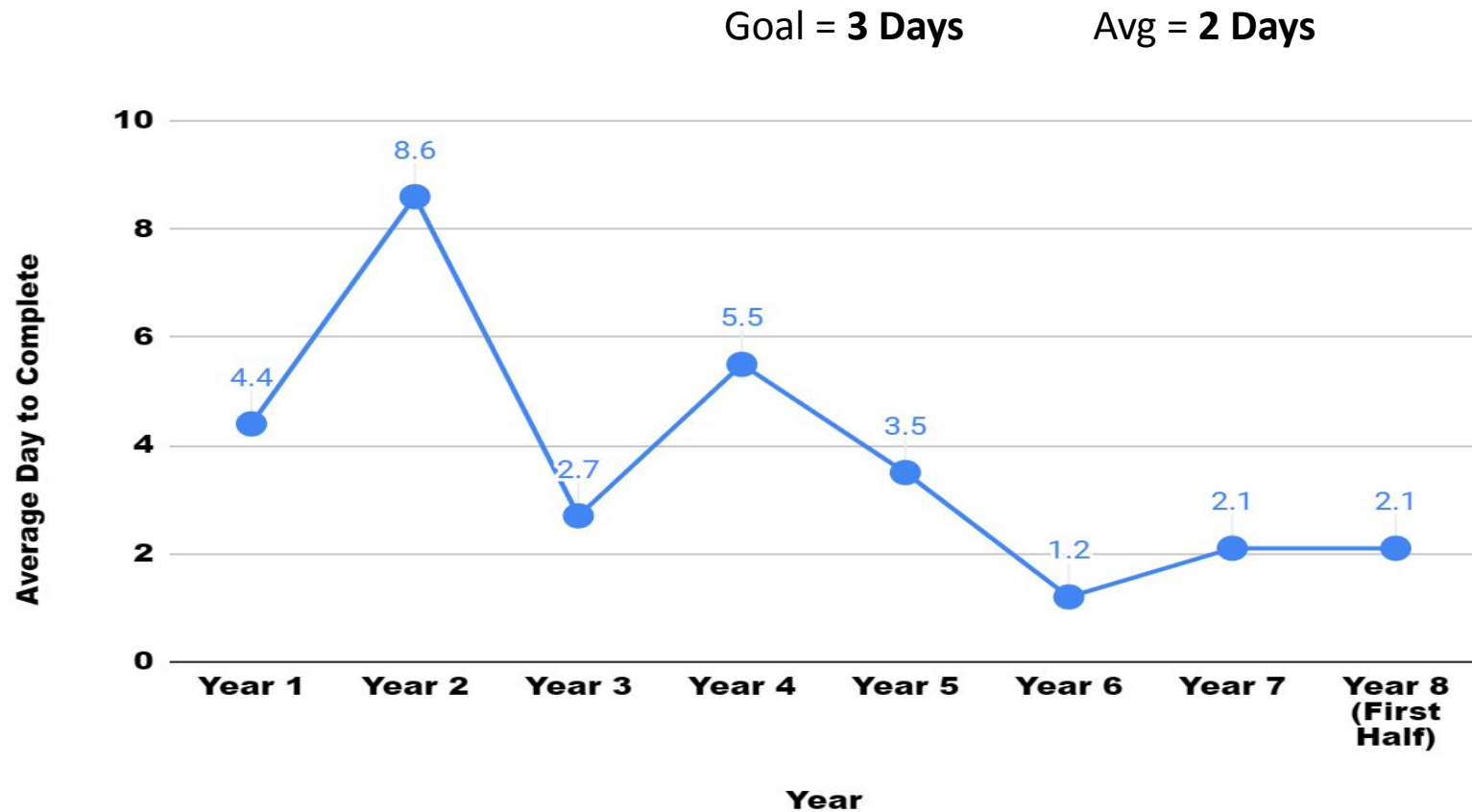


Number Of Request Per Year



ILLEGAL DUMPING REQUESTS PERFORMANCE PER YEAR

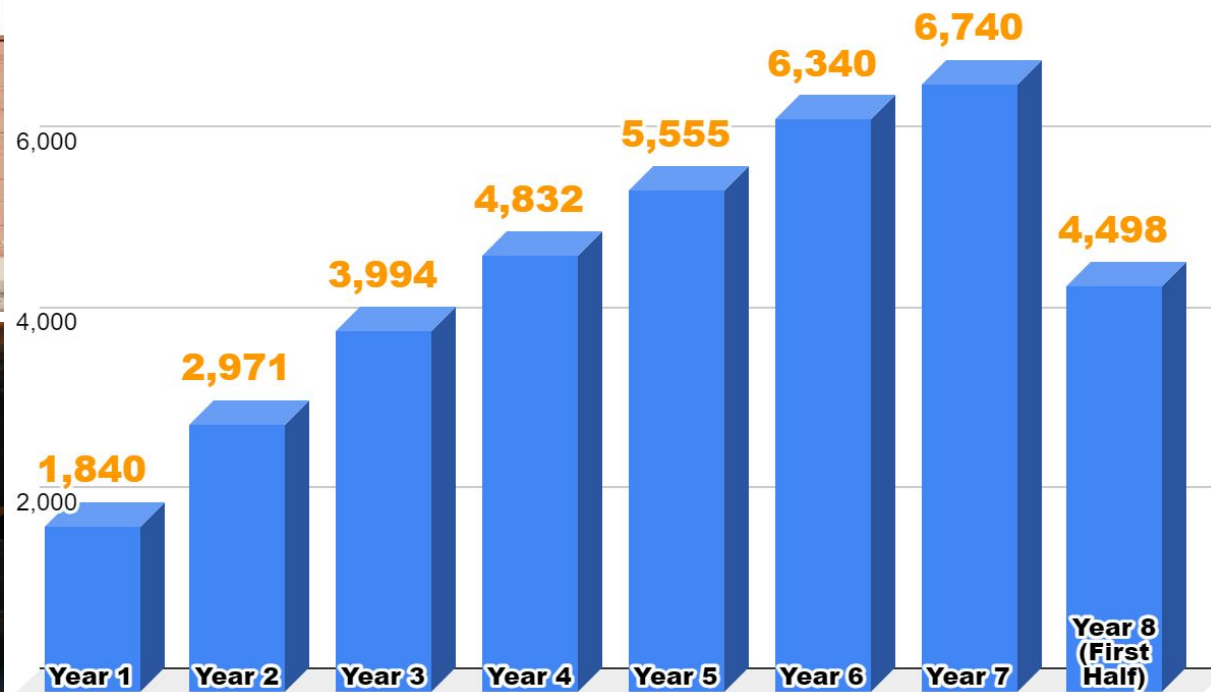
8



36,770 Total Graffiti Requests in first 7 ½ years



Number Of Request Per Year

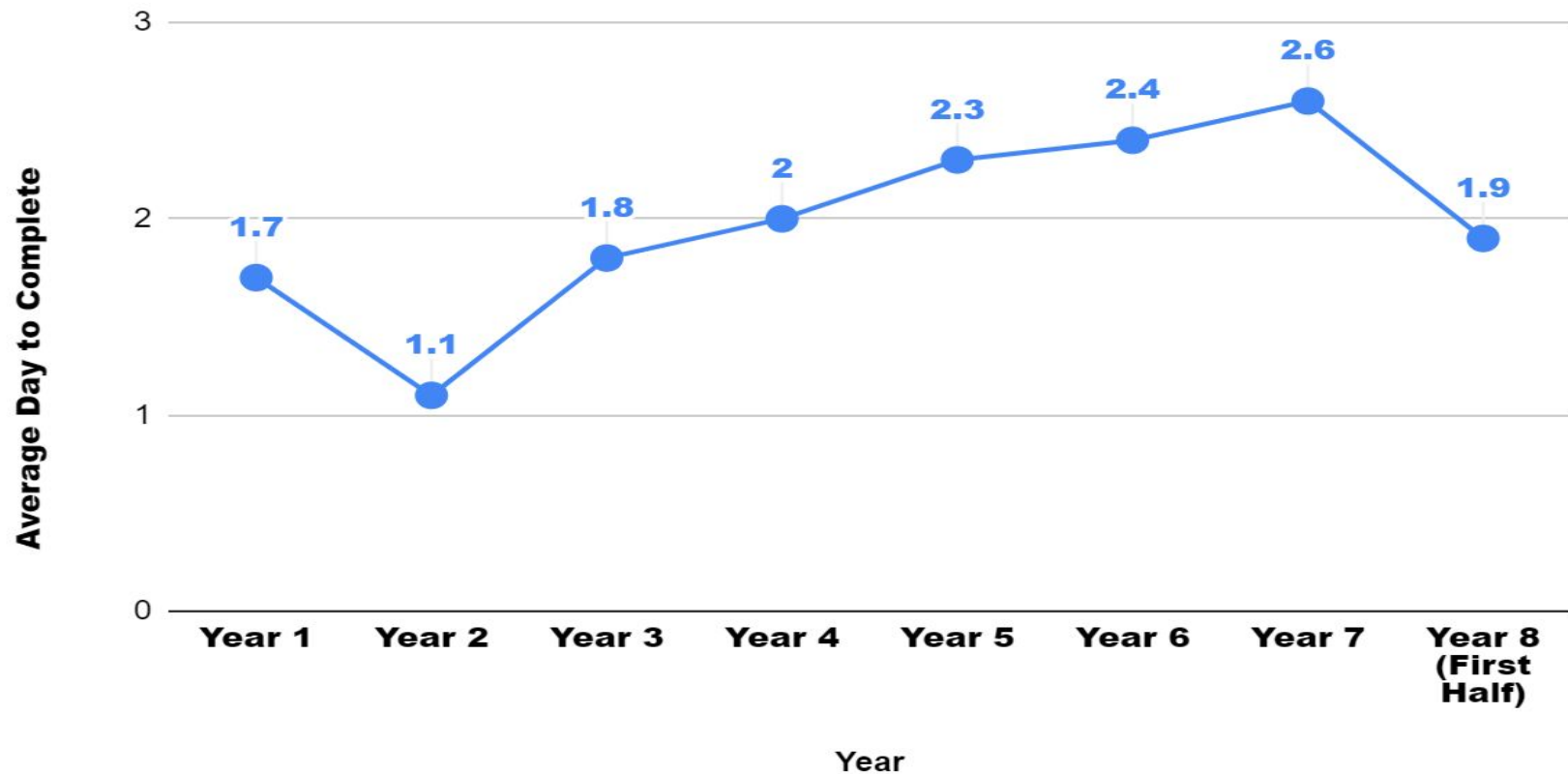


GRAFFITI REQUESTS PERFORMANCE PER YEAR

10

Goal = 3 Days

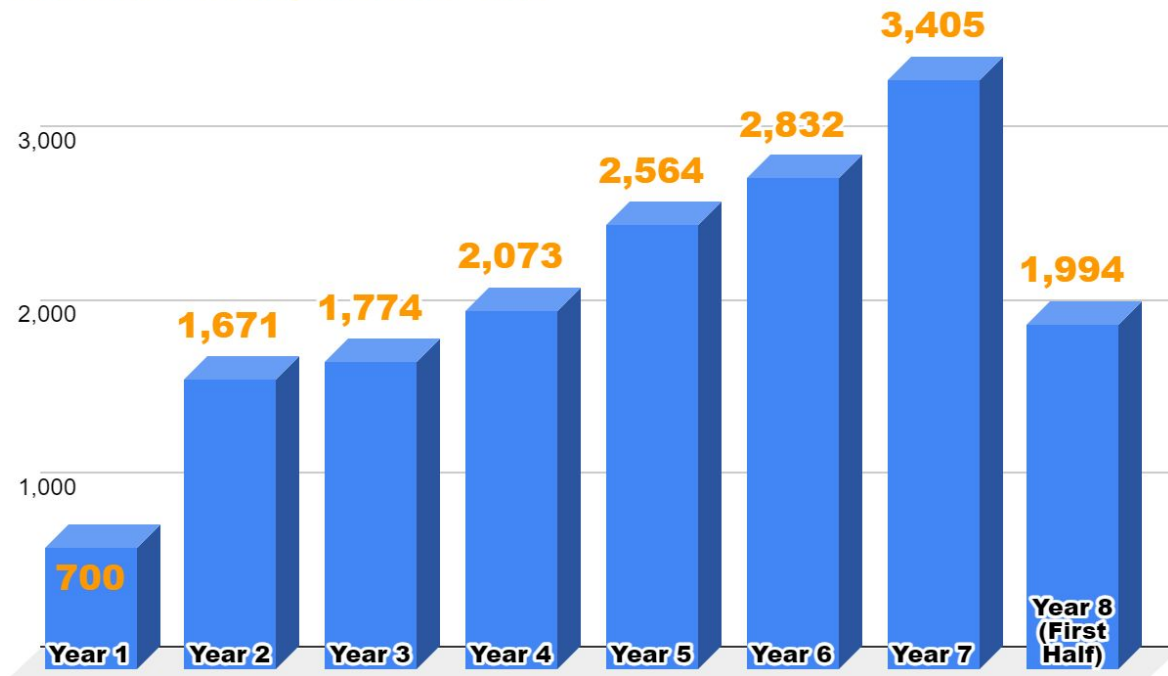
Avg = 2.0 Days



17,013 Abandoned Vehicle Requests in first 7 ½ years



Number Of Request Per Year

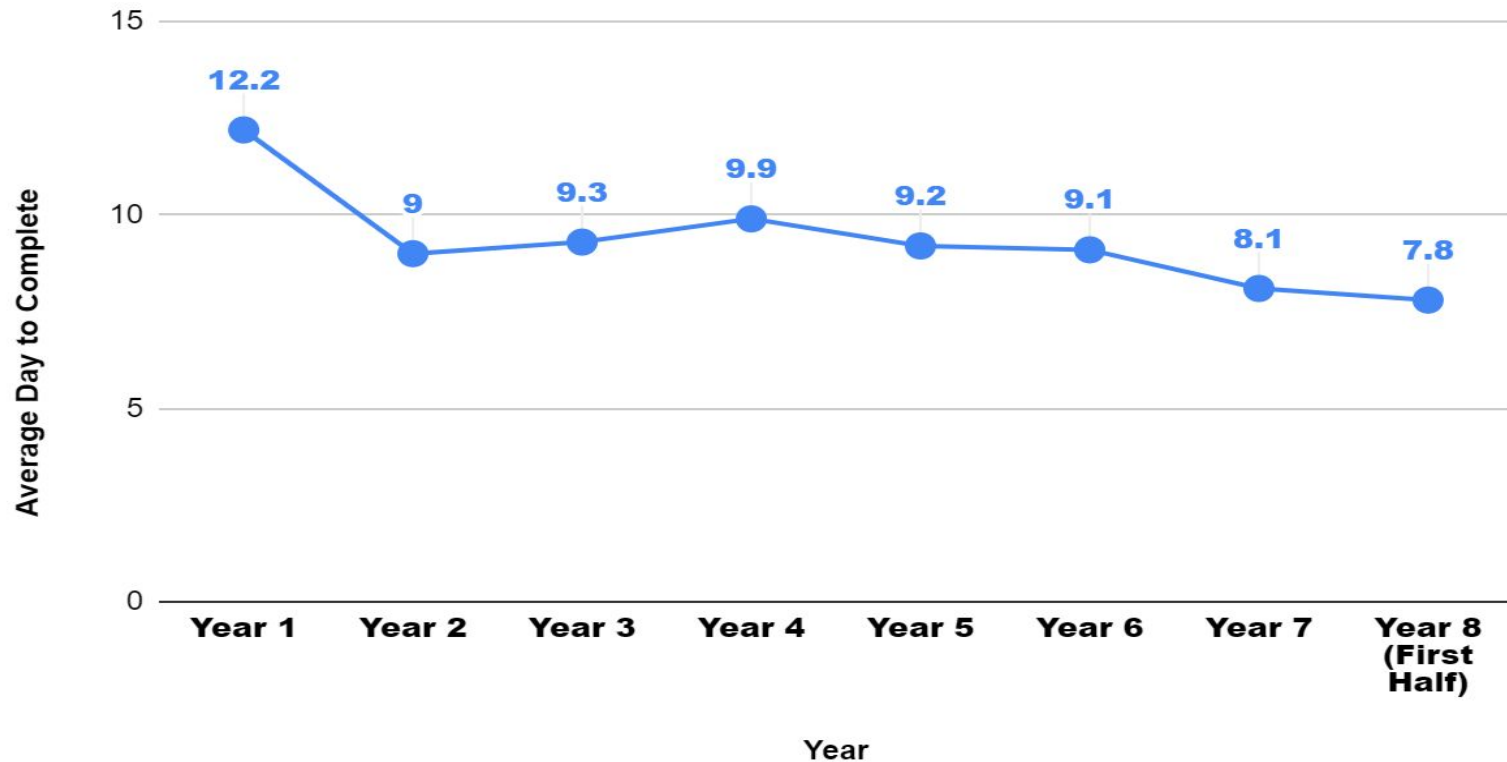


ABANDONED VEHICLE REQUESTS PERFORMANCE PER YEAR

12

Goal = **14 Days**

Avg = **7.8 Days**



In year 7 and the first half of year 8, the City met service level goals in 12 categories:

- | | |
|------------------------|------------------------------|
| 1. Abandoned Vehicles | 7. Overgrown Landscape |
| 2. Animal Safety | 8. Pothole |
| 3. Graffiti | 9. Sidewalk Repair |
| 4. Homeless Encampment | 10. Street Markings |
| 5. Illegal Dumping | 11. Street Signs |
| 6. Litter | 12. Traffic - General Issues |

We aim to continue to succeed in these categories

In the first half of year 8, staff met the goals in another 3 categories. To continue down this path of success:

1. Regarding General Questions, staff responsible for this category will follow up more frequently with staff handling the requests
2. Regarding Traffic - Signal Issues, we will expand 311 fields to gather more incident information and aim to fill more vacancies in Transportation Engineering
3. Regarding Curb and Gutter Repair, we will aim to fill critical positions in Streets Division

This leaves 5 request types to focus on:

1. Regarding Water Waste and Leaks, we need to fill vacant positions in Parks Division (e.g., Parks Manager) and close out 311 requests faster
2. Regarding Trash and Recycling Services, staff needs to identify service issues and continue educating customers on proper use of three-stream waste/recycle service
3. Regarding Streetlight Out, staff will work to have inventory on-hand to avoid lengthy procurement times, while pursuing funding for a streetlight plan to identify the replacement needs for antiquated equipment

We need to focus on:

4. Regarding Special Districts, we have transferred or closed out many requests, filled key positions, added ongoing contract services, and developed a multi-year grid-pruning schedule in conjunction with the citywide program; however, some districts do not have sufficient funding in the current fiscal year to address 311 requests
5. Regarding Technical Support and Questions, new IT leadership, staff and processes should bring the response times back down below the goal on average.

That the City Council receive a City of Oxnard 311 constituent relationship management performance update for the period of service year seven (May 1, 2022, through April 30, 2023) and the first half of service year eight (May 1, 2023, through October 31, 2023).



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. I.4

DATE: February 20, 2024

TO: City Council

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

SUBJECT: First Amendment to Agreement A-8281 with Kennedy Jenks Inc. for Construction Management Services for the Oxnard Wastewater Treatment Plant Reliability Improvement Project PW 20-102. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to Professional Services Agreement A-8281 with Kennedy Jenks Inc. to increase the not to exceed amount from \$3,279,740 to \$4,514,536 and extend the term date to March 31, 2026, for additional construction management services for the Oxnard Wastewater Treatment Plant (OWTP) Reliability Improvement Project (No. C2201).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/HD8Yvhtjdzw>

BACKGROUND

On January 26, 2021, the City Council approved Agreement A-8281 with Kennedy Jenks Inc. (Kennedy Jenks), in the amount of \$3,279,740 and a term date of February 16, 2024, for construction management services for the OWTP Reliability Improvement Project. The project was initially bid in July 2021 and resulted in a formal bid protest. Following a constructability review by Kennedy Jenks and revising the drawings, the project was bid a second time in February 2022, with the construction notice to proceed issued on October 20, 2022.

The Project includes a structural rehabilitation of the plant headworks, additional odor control, replacement of the motor control center, digester rehabilitation, a new electrical building, standby generator replacement, a new maintenance building, improvements to the inter-stage pump station, process water pipeline replacement, security fencing & surveillance, and a new SCADA system.

The initial scope of work for Kennedy Jenks included:

- Coordinate with the City's Project Manager on the Project at all times and be the point of contact for the Contractors.
- Perform a design/constructability review of the plans and specifications.
- Develop the pre-construction meeting agenda and lead the meeting, notifying all parties prior to the meeting of the time and location of the meeting.
- Coordinate with the Contractor prior to mobilization and coordinate a pre-construction field meeting.
- Develop the weekly project progress meeting agendas and hold project progress meetings.
- Maintain all document management control logs of RFIs, Submittals, Potential Change Orders, etc., on a web-based document management system. Develop a digital copy of all project documentation at the end of each project and submit to the City's Project Manager.

- Submit and coordinate all Contractors' submittals with the Design Engineer for approval prior to construction.
- Coordinate with the City's Project Manager and Operations Representatives for Contractor site access, security, safety, storage, and work area Control.
- Perform daily inspection of the entire construction process, ensuring conformance with plans and specifications full-time when the Contractor is on-site.
- Record all deficiency work and coordinate the corrective work with the Contractor if needed.
- Coordinate with City's Operations Representative prior to placing works into service, for acceptance by the City.
- Review all Contractor Change Order Requests against the plans and specifications for entitlement. Provide a recommendation of acceptance.
- If entitlement has been recommended, review all Contractor Change Order Requests hereafter, for general accuracy, compliance with the City's General Provisions specification and industry standards regarding format, pricing and overhead percentages.
- Develop Change Order for City approval and Contractor payment.
- Review and process the Contractor's pay requests.
- Review Contractor's Project Schedule and provide recommendation for acceptance or revisions.
- Review As-Built / Record drawings as developed by the Contractor for accuracy and approve for submittal to design engineer.
- Review and process operation & maintenance manuals and spare parts with Contractor and City staff.

Capital Improvement Program (CIP) Reference:

Project No. C2201 - Oxnard Wastewater Treatment Plant Reliability Improvements Project - CIP 2022-2027 - Adopted May 3, 2022 – Pages 106, 111, 112, 116, 117, & 118.

DISCUSSION

As of December 2023, the OWTP Reliability Project is 30 percent complete with anticipated final completion in September 2025. Project challenges have included rebid, existing subsurface utilities, supply chain issues, and coordination with Southern California Edison. The original duration of the Agreement A-8281 was three years, with the assumption that construction would commence in 2021. Construction commenced in Fall 2022. Due to the complex nature of this multi-discipline project and the sheer volume of work, continued construction management and inspection services are required to assist the City in completing the OWTP Reliability Project. This amendment for an additional \$1,234,796 continues the daily services Kennedy Jenks provides including but not limited to:

- Construction contract administration, contractor and design engineer coordination and correspondence, safety and security monitoring, environmental monitoring, contract controls and scheduling, cost estimating, pay application processing, document control (RFI's, submittals, etc. through Procore), review of record drawings, providing technical support as necessary, assistance with operations and maintenance manuals, change orders, and claims management.
- Construction inspection services (civil, structural, mechanical, electrical, and instrumentation), including preparation of daily construction reports, photo documentation, ensuring contractor compliance with safety and contract documents, SWPPP inspection, pressure testing, and disinfection testing, confirmation of payment requests, development of punch lists, and review of as-builts.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total amount of this First Amendment to Agreement A-8281 with Kennedy Jenks Inc. shall not exceed \$1,234,796 for a new, not-to-exceed amount of \$4,514,536 for additional professional construction management services. There is

sufficient funding available in the OWTP Reliability Project No. C2201 from the Wastewater Bond / State Revolving Loan Fund (617) (and corresponding Wastewater Capital Improvement Fund (612)) to fund this agreement.

For Finance Use Only: Wastewater Bond Fund (Org. 6171001 Obj. 59800), Wastewater Capital Improvement Fund (Org. 6123610 Obj. 49300/53270) Project C2201

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer, Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. A-8281 First Amendment
2. KJ Agreement A-8281
3. Presentation

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Kennedy/Jenks Consultants, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on February 16, 2021, by City and Consultant.

City and Consultant agree as follows:

1. The Agreement Term End Date in Section 5 of the Agreement is hereby amended to state “March 31, 2026.”
2. The Agreement Total Amount in Section 6 of the Agreement is hereby amended to “\$4,514,536.”
3. All references to the Rates and Costs Exhibit everywhere it is listed in the Agreement is hereby amended to add also the Rates and Costs Exhibit-A. The Rates and Costs Exhibit-A is attached hereto and incorporated herein by this reference.
4. All references to the Rates and Costs Exhibit everywhere it is listed in the Agreement is hereby amended to add also the Rates and Costs Exhibit-B Effective February 17, 2024. The Rates and Costs Exhibit-B Effective February 17, 2024 is attached hereto and incorporated herein by this reference.
5. A Section 38 is created and incorporated into this Agreement after Section 37. This Section 38 is titled “Iran Contracting Act” and the section shall read:

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

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

6. 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

KENNEDY/JENKS CONSULTANTS, INC.

☒ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

Keith London, President/CEO Date

Douglas Sawyers, COO³ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must 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.



7 December 2023

Mr. Timothy Beamon, P.E.
Senior Engineer
Capital Projects Management Public
Works Department
305 West Third Street, East Wing, 2nd Floor
Oxnard, CA 93030

Subject: Amendment for Continued Construction Management and Inspection Services for the
Oxnard Wastewater Treatment Plant 2021 Reliability Improvements Project
(Agreement No. A-8281)

Dear Tim:

Kennedy/Jenks Consultants (Kennedy Jenks) is pleased to submit this amendment for additional/continued construction management and inspection services to assist the City with construction of the Oxnard Wastewater Treatment Plant 2021 Reliability Improvements project. As you know, at the time of our original proposal the duration of the construction project was still being developed and the City requested that a proposal for two years be submitted. This proposal is based on extending our contract, which currently ends February 16, 2024, after completion of those two years, to September 8, 2025 to correspond with the completion of the project construction. Our scope of services are as follows:

SCOPE OF SERVICE

TASK 1: Project Management

Kennedy Jenks will continue with our project management services including project administration and documentation, tracking project schedule, preparing meeting agendas, conducting meetings, preparing meeting minutes, record keeping, correspondence, invoicing, staffing and grant funding administration.

TASK 2: Construction Document Review (Completed – Not a Part of Amendment Request)

TASK 3: Bidding Support Services (Completed – Not a Part of Amendment Request)

TASK 4: Construction Administration

Kennedy Jenks will continue with our construction contract administration, contractor and design engineer coordination and correspondence, safety and security monitoring, environmental monitoring, contract controls and scheduling, cost estimating, pay application processing, document control (RFI's, submittals etc. through Procore), review of record drawings, providing technical support as necessary, assistance with operations and maintenance manuals, and PCO, change order and claims management.

TASK 5: Inspection Services

Kennedy Jenks will continue our construction inspection services (civil, structural, mechanical) including preparation of daily construction reports, photo documentation, ensuring contractor

compliance with safety and the contract documents, SWPPP inspection, pressure testing and disinfection testing, confirmation of payment requests, development of punch lists and review of as-builts. Our subconsultants will also continue to provide electrical and instrumentation inspection, soils and materials testing, and welding and coatings inspection.

TASK 6: Equipment & Systems Testing/Startup/Training (Work Not Started – Not a Part of Amendment Request)

TASK 7: Construction Closeout (Work Not Started – Not a Part of Amendment Request)

SCHEDULE

The proposal assumes the scope of services will be extended through September 8, 2025, to correspond with completion of the current project construction schedule.

FEE ESTIMATE

The estimated fee for the scope of services described above is \$1,234,796 as shown on our fee spreadsheet (attached). We have also enclosed our updated rate schedule which will be utilized for the remainder of the project and as represented by the attached fee spreadsheet.

Please contact Bill Yates at (805) 973-5705 with questions or if you would like to discuss our amendment request further.

Very truly yours,

Kennedy/Jenks Consultants, Inc.



Jeffrey T. Savard, P.E.
Vice President



William C. Yates, P.E.
Sr. Construction Manager

Enclosures

CONTINUED

Kennedy/Jenks Consultants

City of Oxnard																				
CLIENT Name:										Oxnard WWTP Improvement CM Amendment 1										
PROJECT Description:										B10440016/0038										
Proposal/Job Number:										Date: 12/6/2023										
		Kim Sloat Mgr Quality Assurance	Jon Westervelt Risk Management	Catrina Paez Funding/Grant Management	Bill Yates CM	Dylan Hopkins Resident Engineer	Todd Tappan Civil/Struct Inspect	Janet Hoffman Cost Estimating	Troy Sullivan Project Admin	Total Hours	KJ Fees	MKN Fee	NVS Material Testing	Clear Controls Scheduling	KJ Sub-Markup	ODCs	ODCs Markup	Total Subs + ODC's		Total Labor + Subs + ODC's
Classification:		\$288	\$288	\$265	\$261	\$250	\$229	\$270	\$140						10%					Fees
Hourly Rate:																				
Task 1 - Program Management																				
		32	32	360	120	120	0	0	104	648	\$159,712				\$	\$ 50,000	\$ 5,000	\$ 55,000	\$	214,712
		32	32	360	120	120	0	0	104	648	\$159,712	-	-	-	-	\$ 50,000	\$ 5,000	\$ 55,000	\$	214,712
Task 1 - Subtotal																				
Task 4 - Construction Administration																				
		0	0	0	704	1280	0	60	0	2044	\$519,944				\$			\$	-	519,944
																				519,944.00
Task 5 - Inspection																				
							1280			1280	\$283,120	\$ 173,200		\$ 15,000	\$ 18,820		\$	\$ 207,020	\$	500,140
		0	0	0	0	0	0	0	0	1280	\$283,120	\$ 173,200	\$ -	\$ 15,000	\$ 18,820	\$ -	\$ -	\$ 207,020	\$	500,140
Task 5 - Subtotal																				
All Tasks Total																				
		32	32	360	824	1280	1280	60	104	3972	\$972,776	\$ 173,200	\$ -	\$ 15,000	\$ 18,820	\$ 50,000	\$ 5,000	\$ 262,020	\$	1,234,796

Rates and Costs Exhibit-B Effective February 17, 2024



Client/Address: City of Oxnard
305 West Third
Street, East Wing,
2nd Floor Oxnard,
CA 93030

Contract/Proposal Date: December 6, 2023

Schedule of Charges

Date: December 6, 2023

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1.....	\$155
Engineer-Scientist-Specialist 2.....	\$185
Engineer-Scientist-Specialist 3.....	\$210
Engineer-Scientist-Specialist 4.....	\$230
Engineer-Scientist-Specialist 5.....	\$265
Engineer-Scientist-Specialist 6.....	\$270
Engineer-Scientist-Specialist 7.....	\$290
Engineer-Scientist-Specialist 8.....	\$305
Engineer-Scientist-Specialist 9.....	\$320
Engineer-Scientist-Specialist 9.....	\$320
Sr. Construction Manager 8	\$261
Sr. Construction Manager 9	\$288
Resident Engineer	\$250
Sr. Inspector	\$229
Senior CAD-Designer	\$185
CAD-Designer	\$170
Senior CAD-Technician	\$155
CAD-Technician	\$140
Project Assistant.....	\$140
Administrative Assistant.....	\$120
Aide.....	\$95

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided on the project, effective upon execution of the agreement.

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____

in the State of _____

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____

in the State of _____

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 16, 2021
- (2) Consultant: Kennedy/Jenks Consultants, Inc.
- (3) Services: Construction Management for Oxnard Wastewater Treatment Plant Capital Improvement Project
- (4) Schedule of Services: See Scope of Services Exhibit
- (5) Agreement Ending Date: February 16, 2024
- (6) Total Agreement Amount: \$3,279,704
- (7) City's Project Manager: Jorge Espinoza
- (8) Consultant's Project Manager: Jeff Savard, P.E.
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Attn: Jeff Savard, P.E.
2775 N. Ventura Rd. Ste. 100 Oxnard, CA 93036

FOR CITY:

Attn: Jorge Espinoza
305 W. Third St. 2nd Floor
Oxnard, CA 93030

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:
jeffsavard@kennedyjenks.com

CITY'S PROJECT MANAGER:
jorge.espinoza@oxnard.org

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

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



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 Indemnites from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

KENNEDY/JENKS CONSULTANTS, INC.

John C. Zaragoza 2-16-21
 X John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ _____, Buyer

Keith London 2/8/2021
 Keith London, President/CEO² Date
Harold Glaser 2/8/2021
 Harold Glaser, COO Date

ATTEST:

R. Chaparro 2/16/21
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer 2-1-21
 Stephen M. Fischer, City Attorney (always required) Date

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

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; 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

This work program includes a series of tasks for Construction Phase Services related to the Oxnard Wastewater Plant Improvement Project. A 24 month duration is expected for the project's completion.

Task 1 Program Management

Project Management: The purpose of this task is to establish and maintain effective project management and communication throughout the project. The CM shall coordinate all work efforts of the Project Team including representatives from the City and shall facilitate regular Project progress meetings and provide regular updates on the Project status and budget. The CM shall become familiar with City processes, procedures and objectives to provide services and assistance as directed by City staff. The CM shall work under the direction of the City Project Manager, develop and maintain open lines of communications and cooperation between City staff, CM staff, and contractors.

Project Kick-off Meeting: At the commencement of the Project, the CM shall facilitate a "kick-off" meeting with the City to discuss the scope and parameters of the Project. The CM shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the Project Manager. Specific Project goals will be identified and a strategy to accomplish these goals will be developed during the kick-off meeting. The CM shall prepare and distribute meeting minutes within two (2) working days of the meeting.

Progress Meetings: The CM shall conduct monthly progress meetings with the City for the duration of the project. The CM shall prepare an agenda that will include topics such as safety, RFI, submittals, change order, schedule, and construction progress. The CM shall be responsible for preparing and distributing meeting minutes from each meeting. Meeting minutes shall be in a format acceptable to the City's Project Manager and shall be distributed within two (2) working days of the project meeting. Project progress meetings will be held at the Wastewater Treatment Plant. At least monthly, the CM will present a summary of the monthly progress reports and discuss outstanding or upcoming project issues with the City. The CM shall budget a minimum of five (5) hours per meeting to include preparation, attendance, minutes, and travel time.

Monthly Invoicing: The CM shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to

PWInvoices@Oxnard.org.

CM Plan: The CM shall prepare a CM Plan utilizing the final conformed, contract documents that will include the following elements:

- Organization Chart*
- CM Project Team and description of duties and responsibilities*
- Safety compliance*
- Claims avoidance strategy*
- Special inspection requirements*
- Inspection procedures*
- List of all tests required for project*
- Materials testing location*
- Document management system*
- Field office location*
- Project close out process*

CM Staffing: The CM shall provide appropriate staffing to accommodate simultaneous construction of different CPs. Should separate contracts be issued for different CPs, the CM shall make themselves familiar with all contract documents and the possibility of contractor crossover.

Task 2 – Construction Document Review

The CM shall review each design package accordingly. As deliverable, the CM shall provide marked-up drawings, as well as a narrative describing design, constructability, and bidability issues for design packages

CP1, CP2, CP3, and CP6. For design packages CP7 and CP8 the CM shall provide marked-up drawings, as well as a narrative describing constructability, and bidability issues. The CM shall assign staff which possesses the professional knowledge, skills and expertise in all assigned projects to the specific discipline. The CM shall meet with the City and the Design Engineer to discuss each review. These tasks are described below.

Design and Constructability Reviews: The Construction documents shall be reviewed for clarity, conflicts, consistency and completeness with respect to design (where specified), bidding and construction purposes. CM shall provide comments listed by specification section and/or drawing sheet. The CM shall identify potential construction conflicts in relationship to City standards, permits, or other relevant requirements. The CM shall identify potential areas within the contract documents that may require clarification prior to bid, recognizing that there are potential benefits to the City to resolve cost or schedule issues prior to the acceptance of bids. The CM shall identify items that affect the control of the project, such as, but not limited to, long lead time items, conflicts in the specifications requirements and the drawings, allowable construction time, submittal requirements, milestones, and the pay request process.

The CM shall identify discrepancies within the contract documents and bring to the attention of the City but not to decide what information is correct. The decision to determine what information is correct is the prerogative of the designer and the City. The CM will not be responsible for design errors or omissions that are not noted in its review of the plans and specifications. Based upon these reviews and the staffs' construction expertise, the CM shall make recommendations relative to the projects constructability and document comments

Construction Sequence and Staging: In order to prevent delays during construction sequencing and staging of milestones and long lead time items is an important consideration for the project team. The CM shall provide input to the City and the Design Engineer to recommend the optimum sequence of construction, including preferred prime and subcontractor tasks. The CM shall deliver a proposed master construction schedule in MS Project that shows the key tasks and subtasks of each CP and any areas for optimization.

Task 3 – Bidding Support Services

Contractor Prequalification: The CM shall assist the City in developing a list of qualified Contractors and assess interest in the project.

Bidding: The CM shall participate in pre-bid meeting, job walk, and support the City and the Design Engineer in responding to bidder's questions. The CM shall budget 20 hours for bidding.

Bid Review: The CM shall review the bid documents and bid results, and provide a recommendation to the Project Manager as to the adequacy of the bid and compliance to City and industry standards. The CM shall budget 24 hours for Bid Review.

Task 4 – Construction Administration

The CM shall provide a Resident Engineer (RE) to provide construction administration and direct contractor activities whenever the contractor is working onsite. If the RE meets the certification requirements for the specialty inspectors, the RE may perform inspections, provided that the specialty inspections do not interfere with the primary resident engineering tasks. The RE shall be a registered Civil Engineer in California, and certified by the International Code Council (ICC) for any inspections they perform. For budgetary purposes, the CM shall assume that the RE shall be dedicated full time to this project for 52 weeks from Contractor being granted Notice to Proceed (NTP). The Construction Administration tasks are described below.

Contract Administration: The CM shall have the responsibility for the daily management of the construction project. The CM shall provide and coordinate construction management services of the following activities.

Administration: The CM shall administer construction contracts and provide technical Construction Management support to City staff to facilitate completion of projects.

Contractor Communication: CM shall provide effective written and oral communication to the contractor and other stakeholders in the administration of the contract. CM shall provide for timely, thorough, clear, effective and responsible communications to Requests for Information (RFI's), Requests for Change (RFC's), Requests for Proposal (RFP's), submittals, and other miscellaneous correspondence. CM shall receive, log, and tract requests for information. For budgeting purposes, the CM shall assume 140 requests. CM shall provide a technical review of RFI's to determine if the issue is addressed adequately. CM shall respond where the RFI can be addressed in the contract documents. If the contract documents are not clear, the CM shall forward RFI's to the

Design CM. RFI's responded by the designer shall be tracked for a timely response. CM shall develop a project directory of key consulting and contractor personnel working on the project.

Quality Assurance: CM shall manage the Contractor's Quality Assurance.

Substitution Requests: CM shall evaluate requests for material and equipment substitutions and changes based on compliance with contract specifications and taking into account the impacts to cost and schedule. Based upon the CM's evaluation of the request for substitutions, the CM shall inform the PM and Design Engineer of the substitution request and request an evaluation and decision of the merits of the substitution.

Resource Loading: CM shall monitor the contractor's resource loading and advise on corrective actions needed to maintain schedule.

Submittal Review/Logging: CM shall receive, respond, log, and track submittals. If the contract documents are not clear, the CM shall forward submittals to the Design CM. Submittals responded by the designer shall be tracked for a timely response. For budgeting purposes the CM shall assume 60 shop drawings as first submittals, 30 shop drawings as second submittals, and 15 shop drawings as third submittals.

Project Meetings: The CM shall conduct weekly job site construction meetings involving the project team and maintain action items, minutes of said meetings and compliance with the contract provisions. Maintain and distribute meeting minutes within two (2) working days.

Safety and Security Monitoring: Contractor is responsible for enforcing its safety program on its employees and subcontractors' employees. It is the CM's responsibility to monitor, enforce safety, and promote a safe overall environment for all workers and visitors to the project site. Safety shall comply with all Federal, State and locally accepted safety regulations and measures including.

Safety: The CM shall be responsible for providing all necessary personal protective equipment (PPE) including hard hats, vests, footwear, lights and other safety equipment for the CM Team. The CM shall prepare a safety plan for the CM team.

Job Site Security Verification: Routinely check job site security and measures taken to protect the public from hazards.

Emergency Response Plan Review: Review Contractor's emergency response plans. CM shall ensure that Contractor complies with State and Federal requirements but shall not be responsible for defining Contractor's safety programs. CM shall notify Contractor of potential unsafe working conditions.

Environmental Monitoring: The CM shall review and enforce requirements stipulated in permits issued by regulatory agencies and the environmental documents as shown or referenced in the contract documents.

Controls and Scheduling: CM shall provide comprehensive project scheduling and control expertise as follows:

Baseline Schedule Review: CM shall review and comment on contractor's baseline and project schedule critical path, and logic review. CM shall ensure that schedule meets all requirements of contract.

Progress Schedule Review: CM shall review and monitor contractor's schedule monthly to monitor project progress and detect early delays.

Cost and Budget: CM shall monitor project construction costs, budgets, schedule and maintain current workflow projections.

Reporting: CM shall prepare and distribute monthly construction reports. CM shall provide at a minimum:

Daily inspection reports

Weekly job site meeting minutes

Monthly report overview

Project cost to date

Schedule updates

Recommendations to mitigate project delays

Progress Payment Review: CM shall review and approve monthly contractor invoices, verify compliance to all terms and conditions of contract and make payment recommendations. The CM shall ensure that the contractor's request for payment does not represent more than the amount for work performed on a monthly basis.

Contract Extensions: CM shall review, analyze, and make recommendations on contractor time extensions/requests.

Miscellaneous Coordination: CM shall coordinate and monitor work to be performed by others.

Project Notice Coordination: CM shall receive and review project notices, and submit to the City with appropriate recommendations.

Performance Evaluation: CM shall provide quarterly Contractor performance evaluations during construction.

Time Impact Analysis (TIA) Review: CM shall monitor and log Contractor labor time, attendance, labor cost, minimize compliance risk and evaluate in coordination with potential change order claims. CM shall perform an analysis of contractor TIA as submitted by the contractor. The TIA shall be used in conjunction with a contractors request to determine if a time impact has occurred, and how to mitigate the potential impact.

Monitor Time and Materials Work: CM shall monitor contractor work performed on a time and materials (T&M) basis to ensure that the contractor labor charges are fair and appropriate, and that materials purchased are of quantity and quality necessary to the project, and documented on invoices.

Cost Estimating: The CM shall maintain a cost estimating system that conforms to industry accepted practices and provide the following:

Contractor Proposals: CM shall evaluate contractor cost reduction proposals in accordance with industry cost standards. CM shall provide detailed analysis of the contractor's proposal along with a recommended outcome to the Project Manager.

Change Order Review: The CM shall review proposed change orders. The CM shall provide a change order review standard that includes a detailed process, forms, and recommendations of actions to the PM. CM's change order review shall provide additional analysis of both cost and time concurrently. Time impact analysis shall not be deferred to a later time.

Document Control: The CM shall establish a document management system for the following:

Filing: The CM shall utilize a filing system. CM shall use a web based document management system as approved by the City. CM shall be responsible for the cost of the document management system and training.

Claims: The CM shall identify, analyze and prepare construction claims and disputes by assessing or validating entitlement and quantification of damages and promoting a successful resolution within 21 calendar days (assuming the Contractor is cooperative.) The CM shall provide associated cost estimates and time impact analysis concurrently for Claims Evaluation.

Document Tracking: All central receipts, control, storage, distribution, indexing and tracking of all documents.

Document Managing: All documents, incoming and outgoing, associated with the construction management activity of all assigned projects, including, but not limited to submittals, requests for information (RFIs), requests for clarifications (RFCs), pay requests, change orders (COs) and correspondence.

As-Built Documents Administration: Maintaining a current set of as- built drawings and specifications.

Document Maintenance: Maintaining all field documents, storing original documentation and furnishing to the City at project completion.

Operations and Maintenance Manuals: The CM shall receive final O&M equipment manuals from contractor and coordinate their review. Final O&M manuals shall be delivered to the Operations Manager.

Change Order and Claims Management: The CM shall implement a comprehensive claims management program to evaluate change order requests and recommend equitable disposition. The CM shall assume 25 potential change orders and Time Impact Analyses to evaluate for this project.

When agreement cannot be reached, the CM shall support the City's position and assist in formulating a claims defense and participate in resolution including:

Document Managing: Coordinate, assemble and review supporting documentation for change order processing and make final recommendations to City staff.

Contractor Request Review: Review requests of alleged cost increases and/or time impacts for merit concurrently.

Change Order Review: Thoroughly analyze the proposal and develop a negotiating position. When necessitated by variations between contractor price for change and the CM's fair cost estimate CM shall negotiate an equitable resolution with guidance from the City's Project Manager.

Change Order Expediting: After the equitable resolution is reached the CM shall expedite approval of the negotiated change order.

Task 5 – Inspection

The CM shall provide inspection services and monitoring of construction to ensure construction is in compliance with the project construction documents. The CM's resident engineer and inspection staff shall

verify construction compliance and QNQC with applicable permits, codes, construction documents and any environmental mitigation. CM shall verify contractors redline as-builts on a monthly basis. For budgetary purposes, the CM shall include the following inspector level of effort (Civil/Structural inspector (3000 hours), Mechanical inspector (3000 hours), and Electrical/Instrumentation inspector (3000)) of the 24 month project.

Daily and Weekly Documentation:

Documentation of Construction Activities: Provide documentation of construction activities, duration of activities, labor resources, and equipment allocation.

Construction Reporting: Provide daily construction activity reports, labor resources, on-site equipment, and work conditions.

Non-Conformance Reporting: Provide non-conformance reports.

Photographic Records: Provide weekly photographic/digital records of the project during construction.

Civil Inspections: The CM shall provide qualified inspectors for all improvements to inspect, monitor, and report on construction improvements. The Civil Inspector shall be a California-registered Civil Engineer and/or certified by the International Code Council (ICC). Civil inspections shall include

:

Site grading

Site improvements

Pipeline installations

Pavement restoration

Striping restoration

Pipeline bedding and compaction

Coordination of soil sampling and testing

Structural Inspections: The CM shall provide qualified structural inspectors to inspect, monitor, and report on structural elements. CM Inspectors shall be certified inspectors for the relevant discipline being inspected. Structural Inspectors shall be California-registered Structural Engineers or have certifications issued by ICC, ACI, or equivalent. Structural inspections shall include:

Concrete: Reinforced concrete structure and connections (above and below grade). ICC Reinforced Concrete Special Inspector 47 or equivalent required.

Steel: Structural steel and connections, reinforcing steel. ICC Structural Steel and Bolting Special Inspector-SI or equivalent required.

Masonry: Block walls and buildings. ICC Structural Masonry Special Inspector-84 or equivalent is required.

Foundations: Chemical tank and building foundations. ICC Reinforced Concrete Special Inspector 47 or equivalent is required.

Mechanical Inspections: The CM shall provide California-registered Mechanical or Civil Engineer(s) and/or ICC Mechanical Inspector M2 or M3 or equivalent, to perform mechanical inspections as described below:

Inspection, Monitoring, and Reporting: Inspect, monitor and report on the installation of mechanical equipment including but not limited to components of the W3 system, chemical feed system, strainers, control valves, and other components of the wastewater treatment.

Field Testing: Witness field tests and startup procedures for each site.

Electrical Inspections: The CM shall provide registered Electrical Engineer(s) and/or ICC Electrical Inspector E2 or E3, or licensed Electrician, certified Electrical Tester, or equivalent, to perform electrical inspections as described below:

Inspection, Monitoring, and Reporting: Inspect, monitor and report on the installation of electrical equipment and systems including but not limited to site security system, backup power generator, chemical feed system, electrical components, MCC, flow meters, control valves, PLCs, instrumentation, control system, and other components of the wastewater treatment process.

Field Testing: Witness field tests and startup procedures for electrical equipment.

Instrumentation Inspections: The CM shall provide registered Electrical Engineer(s) and/or certified Electrical Tester, or equivalent qualified instrumentation inspectors to:

Inspection, Monitoring, and Reporting: Inspect, monitor and report on the instrumentation of equipment and systems.

Field Testing: Witness field tests and Operational Readiness Tests (ORT).

Participation in Meetings: Participate in startup meetings, planning and procedures.

Loop Diagram Checking: Perform or witness instrumentation loop checks and maintain as-built drawings for all loop drawings and Process and Instrumentation Diagrams (P&ID) Drawings.

Field Installation Verification: Verify loop diagrams against field installation.

Instrument calibration: Witness field calibration of instruments or review certified factory calibration documentation.

Other Inspections: The CM shall provide AWS Certified Welding Inspector(s) to perform monitoring and report when special equipment or materials are involved and as required by construction inspection procedures. CM shall budget \$50,000 for specialty inspections, including welding inspections. These specialized areas may include:

Welding inspection: Perform visual weld examination of any weld joint configuration as requested by the City or as recommended by CM.

Soil and Materials Testing: The CM shall provide qualified and approved testing laboratories and California-registered Geotechnical Engineers and/or ICC-certified Soils Special Inspector-EC or equivalent staff to perform all necessary soils and materials testing required to verify the quality and proper placement. CM shall budget \$200,000 for soils and materials testing laboratory, including concrete and masonry testing. The Soils and Materials Inspector shall be responsible for the following:

Material Sampling: Sample on-site and imported materials for compliance with the specifications for use as backfill materials

Material Testing: Perform maximum density tests and optimum moisture content tests on materials to be used as backfill. Examples of testing include: gradation, R-value, sand equivalence, etc.

Conformance Testing: Perform compaction tests for backfill. Separate testing shall be performed for the pavement zone, street zone, trench zone, pipe zone, bedding zone, and areas of over-excavation. Provide recommendations for compaction or density testing of rock backfill materials. Sand cone test method is required for soil compaction testing. Alternate compaction testing may be utilized; including but not limited to, nuclear gauge.

Data Review: Tabulate test data and review failing tests. Provide immediate notification of any failure to meet the requirements of the project contract documents.

Reporting: Upon prior authorization from the City, prepare a final report at the completion of construction certifying that geotechnical issues comply with the contract documents.

Storm Water Pollution Prevention Plan Inspection:

Review contractor's site-specific SWPPPs for compliance with applicable regulations.

Monitor contractor's activities regarding pollution prevention controls and activities for general compliance with the contractor's SWPPP Best Management Practice (BMP). The contractor is responsible for means and methods for complying with BMP's. The SWPPP inspector shall notify contractor and the City if the pollution prevention controls are in accordance with the SWPPP.

Pressure Test and Disinfection Inspection: The CM is responsible for coordinating the Contractor and the City to oversee the pressure test and disinfection (where applicable) of the distribution pipeline prior to connection to the W1, W2, or W3 system.

Task 6 – Equipment and System Testing, Start-Up, and Training

Start-up and operator training shall occur once construction is complete to return each piece of infrastructure into operation. The CM shall budget for start-up and Operator training under the Task 3 Construction Administration budget:

Start-up Coordination: The CM shall coordinate and oversee equipment start-up with City staff, project management, designers, contractors and the manufacturer's field service representatives. System testing shall be coordinated with City staff, contractors and the manufacturer's field service representatives.

Start-up Monitoring/Plan and Schedule Review: The CM shall coordinate and oversee and monitor the project start-up operations plan and schedule. The start-up plan and schedule shall be coordinated with the City, project management team, designers, vendors and contractors and shall define specific start-up milestones. The CM shall take the lead in resolving any problems which occur during the start-up period.

Facilitate Operator Training: The CM shall facilitate training of Operators by the Contractor using the Standard Operating Procedures developed by Design Engineer.

Task 7 – Construction Closeout

The CM shall manage the turnover of the assigned project to Operations, including contract closeout, management of warranty period activities and demobilization of CM staff including:

Site Closeout: The CM shall budget under the Task 3 Construction Administration budget to close out construction and oversee demobilization at each site. Site Closeout tasks shall include:

Site Final Walk-Through: Coordinate and conduct a site final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion.

Site Punch List: Develop site punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.

Site Record Drawing Preparation: Verify and deliver contractor as-built marked up drawings for record drawing preparation within 14 calendar days of site substantial completion.

Site Permitting: Monitor permit and agency sign-offs within 14 calendar days of substantial completion.

Site Final Reporting: Prepare site summary report in accordance with the City within 7 days of final completion.

Site Documentation Turnover: Turnover site project files, contract, correspondence, and documentation within 14 calendar days of final completion.

Site Warranty Coordination: The CM shall prepare a list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.

Site Demobilization: Demobilize the CM staff and facilities in accordance with agreed upon plan.

Construction Contract Close Out: The CM shall oversee the contract closeout process and assist in resolving O&M service disputes. The CM shall budget under the Task 3 budget for Construction Contract Close Out. The closeout shall entail sign offs by responsible parties and include:

Project-wide Final Walk-Through: Coordinate and conduct a final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion.

Project-wide Punch List: Develop punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.

Project-wide Record Drawing Review and Corrections: Review record drawings prepared by the Design Engineer or contractor as-built marked up drawings delivered for each site for correctness and consistency within 14 calendar days of substantial completion.

Final Payment/Close-Out Change Order Review: Review final payment and close out change orders within 7 days of substantial completion.

Permitting: Confirm that all permits are in place within 14 calendar days of substantial completion.

Final Reporting: Prepare final summary report in accordance with the City within 7 days of final completion.

Documentation Turnover: Turnover project files, contract, correspondence, and documentation within 14 calendar days of final completion.

Project Warranty Coordination: The CM shall review and updated as needed the list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.

Final Demobilization: Demobilize the CM staff and facilities in accordance with agreed upon plan.

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Cost Proposal

CLIENT Name: City of Oxnard

PROJECT Description: Solicitation # PW-20-102, WWTP Improvement CM

Proposal/Job Number: S104405160038

Date: 12/18/20

2020 CM Rates	Kim Stoltz Quality Assurance Mgr	Bil Yates CM	Jon Westervelt Risk Management	Ron Camilla Sequencing/MOPO	Brad Sorenson Resident Engineer	Todd Tappan Civil/Struct Inspect	Dennis Deryear Mech Inspector	Janel Hoffman Cost Estimating Admin	Gaby Lara Project Admin	Total Hours	KJ Total Labor (3%)	KJ Labor Escalation (3%)	MKN Technical Advisor	MKN Electric/C Inspect	MKN Electric/C Inspect	NVS Material Testing	Clear Controls Scheduling	Sub-Markup	KJ ODCs Fee	KJ ODCs Markup %	Total Labor Expenses	Fees
Hourly Rate:	\$240	\$215	\$240	\$230	\$205	\$185	\$185	\$175	\$85													
Task 1 - Program Management																						
	8	40							86	144	\$18,000	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 1,000	\$ 13,740
Subtask 1.1 Project Management									4	12	\$2,000	\$ 62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38	\$ 860	\$ 2,000
Subtask 1.2 Project Kick-off Meeting									96	296	\$51,160	\$ 1,535	\$ 20	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ 190	\$ -	\$ 5,626	\$ 56,686
Subtask 1.3 Progress Meetings	200								96	96	\$20,460	\$ 619	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 619	\$ 21,258
Subtask 1.4 Monthly Invoicing	96								42	42	\$9,080	\$ 272	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272	\$ 9,352
Subtask 1.5 CM Plan	2	40							104	104	\$22,560	\$ 677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 677	\$ 23,237
Subtask 1.6 CM Staffing	8	96							198	634	\$29,180	\$3,729	\$ 24	\$4,580	\$ 0	\$ 0	\$ 0	\$ 0	\$ 228	\$500	\$ 39,073	\$133,183
Task 1 - Subtotal	18	480	0	0	0	0	0	0	0	600	\$37,250	\$3,729	\$ 24	\$4,580	\$ 0	\$ 0	\$ 0	\$ 0	\$ 228	\$500	\$ 43,048	\$150,500
Task 2 - Construction Document Review																						
	40	40	40	16	8	40				144	\$32,000	\$ 982	\$ 40	\$ 7,600	\$ -	\$ -	\$ -	\$ -	\$ 380	\$ 500	\$ 6,462	\$ 41,522
Subtask 2.1 Design and Constructability Reviews										64	\$14,560	\$ 437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 437	\$ 14,997
Subtask 2.2 Construction Sequencing and Staging	18	8	40		40					208	\$46,840	\$1,388	\$ 40	\$7,600	\$ 0	\$ 0	\$ 0	\$ 0	\$ 280	\$500	\$ 59,879	\$95,151
Task 2 - Subtotal	0	58	48	16	48	40	0	0	0	208	\$46,840	\$1,388	\$ 40	\$7,600	\$ 0	\$ 0	\$ 0	\$ 0	\$ 280	\$500	\$ 59,879	\$95,151
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Task 3 - Building Support Services																						
Subtask 3.1 Contractor Prequalification	16				8					24	\$5,080	\$ 152	\$ 4	\$ 760	\$ -	\$ -	\$ -	\$ -	\$ 38	\$ 500	\$ 1,450	\$ 6,030
Subtask 3.2 Bidding	20									20	\$4,560	\$ 129	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129	\$ 4,689
Subtask 3.3 Bid Review	24									24	\$5,160	\$ 105	\$ 4	\$ 760	\$ -	\$ -	\$ -	\$ -	\$ 38	\$ -	\$ 853	\$ 6,113
Task 3 - Subtotal	0	60	0	0	0	8	0	0	0	68	\$14,540	\$438	\$ 8	\$1,520	\$ 0	\$ 0	\$ 0	\$ 0	\$ 76	\$500	\$ 2,032	\$17,072
Task 4 - Construction Administration																						
Subtask 4.1 A Contract Administration	4	186			2200				96	2468	\$202,260	\$ 15,098	\$ 40	\$ 7,600	\$ -	\$ -	\$ -	\$ -	\$ 380	\$ 25,000	\$ 43,048	\$45,508
Subtask 4.2 B Safety and Security Monitoring	8				96				104	\$21,400	\$ 642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 642	\$ 22,042
Subtask 4.3 C Environmental Monitoring	16				96				104	\$21,400	\$ 642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 642	\$ 22,042
Subtask 4.4 D Controls and Scheduling	16				240				296	\$52,040	\$ 1,579	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 30,000	\$ 1,500	\$ -	\$ 33,079	\$5,719
Subtask 4.5 E Cost Estimating	24				240			60	916	\$83,140	\$1,894	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,894	\$6,034
Subtask 4.6 F Document Control	16				888				912	\$187,200	\$ 5,618	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,000	\$ 53,618	\$240,818
Subtask 4.7 G Operations and Maintenance Manuals	24				48				72	\$15,000	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ 15,450
Subtask 4.8 H Change Order and Claims Management	4	40			192				236	\$48,620	\$ 1,468	\$ 24	\$ 4,580	\$ -	\$ -	\$ -	\$ 24	\$ 3,600	\$ 408	\$ -	\$ 10,036	\$ 58,956
Task 4 - Subtotal	8	332	0	0	4000	0	0	60	96	4486	\$911,960	\$27,268	\$ 64	\$12,180	\$ 0	\$ 0	\$ 224	\$23,600	\$2,288	\$80,000	\$145,407	\$1,055,397
Task 5 - Inspection																						
Subtask 5.1 Daily and Weekly Documentation									0	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,000	\$ 48,000	\$ 48,000
Subtask 5.2 Civil Inspection						1320			1320	\$344,200	\$ 7,208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,208	\$351,408
Subtask 5.3 Structural Inspection						1320			1320	\$344,200	\$ 7,208	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,208	\$351,408
Subtask 5.4 Mechanical Inspection						2280			2280	\$421,000	\$ 12,654	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,654	\$433,654
Subtask 5.5 Electrical Inspection						1500			1500	\$231,000	\$ 6,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,930	\$237,930
Subtask 5.6 Instrumentation Inspection						1500			1500	\$231,000	\$ 6,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,930	\$237,930
Subtask 5.7 Welding/Other Inspections						360			360	\$68,000	\$ 1,988	\$ -	\$ -	\$ -	\$ -	\$ 348	\$ -	\$ -	\$ 11,550	\$ 10,000	\$ 207,998	\$219,986
Subtask 5.8 Soils and Material Testing						360			360	\$68,000	\$ 1,988	\$ -	\$ -	\$ -	\$ -	\$ 1381	\$ 160,000	\$ -	\$ 8,000	\$ 40,000	\$ 207,998	\$219,986
Subtask 5.9 SWPPP Inspection						360			360	\$68,000	\$ 1,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,988	\$ 69,988
Subtask 5.10 Pressure Test and Disinfection Inspection						360			360	\$68,000	\$ 1,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,988	\$ 69,988
Task 5 - Subtotal	0	0	0	0	0	3000	3000	0	0	6000	\$1,110,000	\$ 33,300	\$ 0	\$ 0	\$ 3000	\$462,000	\$ 1,759	\$ 33,100	\$ 98,000	\$ -	\$ 626,400	\$ 1,636,400
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Task 6 - Equipment & Systems Testing/Startup/Training																						
Subtask 6.1 Start-up Coordination	24				24					48	\$10,080	\$ 302	\$ 48	\$ 7,600	\$ -	\$ -	\$ -	\$ -	\$ 360	\$ 500	\$ 8,782	\$ 18,862
Subtask 6.2 Startup Monitor/Plan and Schedule Review	24				24					48	\$10,080	\$ 302	\$ 48	\$ 7,600	\$ -	\$ -	\$ -	\$ -	\$ 360	\$ 500	\$ 8,782	\$ 18,862

City of Oxnard

INSURANCE EXHIBIT

REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____

P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
		EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed: _____	

[illegible]

AMENDMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE OXNARD WASTEWATER TREATMENT PLANT RELIABILITY IMPROVEMENT PROJECT PW 20-102

City Council
February 20, 2024

Tim Beaman, PE
Supervising Civil Engineer

That the City Council approve and authorize the mayor to execute a First Amendment to Professional Services Agreement A-8281 with Kennedy Jenks Inc. to increase the not to exceed amount from \$3,279,740 to \$4,514,536 and extend the term date to March 31, 2026, for additional construction management services for the Oxnard Wastewater Treatment Plant (OWTP) Reliability Improvement Project (No. C2201).



The OWTP Reliability Project includes major rehabilitation, replacement, or improvements of:

- Headworks
- Main Electrical Building
- Maintenance Storage Building
- Motor Control Center
- Site Security
- Digester No. 2
- SCADA
- Site Civil



Project Challenges:

- Rebid
- Supply chain issues
- Utility coordination
- Subsurface utilities
- APCD permitting
- Equipment delivery



- Project is 30% complete
- Scheduled completion is September 2025
- Construction management services through the remainder of the Project



AGREEMENT	
A-8281	\$3,279,740
First Amendment	\$1,234,796
Total Cost:	\$4,514,536

The OWTP Reliability Project No. C2201 has available appropriations of approximately \$10.8M from the Wastewater Capital Fund (612) to fund this agreement.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. I.5

DATE: February 20, 2024

TO: City Council

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

SUBJECT: Agreement 32400334 with J I Gandara Transport for Supplemental Waste Transfer Hauling Services for the Del Norte Regional Recycling and Transfer Station. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with J I Gandara Transport for an amount not to exceed \$5,000,000 for an initial one-year term, with an option to extend for two additional one-year terms; ending March 1, 2027, to provide supplemental waste transfer hauling services for the Del Norte Regional Recycling and Transfer Station.

(Public Works and Transportation Committee approved 3-0 on January 23, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Awva8MaqylE>

BACKGROUND

Since the opening of the Del Norte Regional Recycling and Transfer Station in October of 1996, the Environmental Resources (ER) Division has operated with an internal transfer fleet and contracted with outside firms to provide supplemental waste transfer hauling services. Operational and fiscal analyses have demonstrated that augmenting ER's transfer operation with on-call outside, supplemental haulers is the most efficient and cost-effective means of complying with State permit mandates. An internal transfer fleet offers ER the necessary control of staff and vehicles to ensure that Del Norte permit mandates are met. Throughout the year, there can be fluctuations in the waste stream, intermittent ER staff shortages and periodic limited availability of ER vehicles due to maintenance. Supplemental hauling contracts allow the City to prepare for these events and ensure that permit mandates are met. This balance has served the utility well and is consistent with industry standards.

Traditionally, ER transfers up to 195,000 tons per year and the supplemental waste transfer haulers transfer up to approximately 100,000 tons per year from the Del Norte Facility to local and regional contracted landfills and organics processors. The City of Oxnard contracts with Waste Management of California, Inc. for solid waste disposal to the Simi Valley Landfill. Additionally, the City of Oxnard contracts with Agromin Organics Recycling to receive and process organic (green waste) material.

DISCUSSION

On November 14, 2023, the City issued a Request for Bid (RFB) ER 24-34 to solicit bids from waste transfer haulers for supplemental transfer hauling services. The RFB was sent to 12 firms and was posted on the City's website and www.publicpurchase.com. By the December 11, 2023 deadline, the City received four (4) qualified proposals: J I Gandara Transport (Gandara Transport), Ecology Auto Parts, Inc., Eco Transport, LLC, and American Reclamation. Table 1 below reflects the transfer costs per ton provided by each bidder.

Table 1

Destination	J I Gandara Transport	Ecology Auto Parts, Inc.	Eco Transport, LLC	American Reclamation
Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065	\$11.95	\$12.68	\$13.95	\$27.95
Agromin Organics Recycling at Limoneira Farms, 12390 Telegraph Road, Santa Paula, CA 93060	\$12.00	\$12.68	\$12.95	\$23.04
Agromin Organics Recycling at Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065	\$11.95	\$12.68	\$15.95	\$27.95
Toland Road Landfill, 3500 Toland Road, Santa Paula, CA 93060	\$11.95	\$12.22	\$16.50	\$28.80
Chiquita Canyon Landfill, 29201 Mayo Drive, Castaic, CA 91384	\$18.00	\$15.82	\$18.00	\$28.80
TOTAL	\$65.85	\$66.08	\$77.35	\$136.54

While the City does not currently contract with the Toland Road Landfill or Chiquita Canyon Landfill for solid waste disposal, staff will be exploring this option as an emergency backup in the event of fires or other natural disasters causing Simi Valley Landfill to temporarily close. For this reason, vendors were asked to supply costs to deliver solid waste to the Toland Road Landfill and the Chiquita Canyon Landfill.

Among the four (4) bid proposals reviewed by the Environmental Resources Division Manager, Materials Recovery Facility Manager, and Chief of Collections, it was determined that Gandara Transport submitted the lowest, responsive bid. Thus, staff recommends awarding the contract for supplemental hauling services to Gandara Transport. Staff has confirmed that Gandara Transport meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that Gandara Transport is capable of satisfactorily completing the services. Thus, staff recommends that the City Council award the Agreement for these services to Gandara Transport.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with Gandara Transport, LLC for supplemental transfer hauling services shall not exceed \$5,000,000 over a three-year period. The spending plan for the remainder of FY 2023-24 is \$500,000 and funds are available in the City Council FY 2023-24 Adopted Budget from the Environmental Resources Fund (6313637-54400). The funding for subsequent fiscal years will be requested during the annual budget process.

Table 2

Estimated Spending Plan				
FY 2023-24 (4 months)	FY 2024-25	FY 2025-26	FY 2026-27 (8 months)	TOTAL
\$600,000	\$1,700,000	\$1,700,000	\$1,000,000	\$5,000,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on January 23, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eric Zetz, Division Manager, Grant Dunne, Management Analyst III

ATTACHMENTS

- 1. Agreement 32400334
- 2. Presentation

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND J.I. GANDARA TRANSPORT, INC.**

By This Trade Services Agreement (“Agreement”), the CITY of Oxnard (“CITY”) agrees to engage the services of J.I. Gandara Transport, Inc. (“SERVICE PROVIDER”), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as “Party” or collectively as the “Parties.”

1. SUMMARY DESCRIPTION OF SERVICES. Supplemental Waste Transfer Hauling

This Agreement is for supplemental hauling services from the Del Norte Facility to designated landfills or facilities as assigned by the City of Oxnard.

2. PARTIES.

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

J.I. Gandara Transport, Inc. (“SERVICE PROVIDER”), a corporation of the State of California, located at 11749 Wicks St., Sun Valley, California 91352

3. TERM OF AGREEMENT: From: March 2, 2024 To: March 1, 2025

3.1 Time is of the essence in this Agreement.

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

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of three (3) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY’s exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

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

4. AGREEMENT AMOUNT NOT TO EXCEED: \$5,000,000.

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

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

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Eric Zetz	Name: Isabel V. Gandara
Title: Division Manager	Title: President
Phone: 805-385-7957	Phone: 818-335-8508
Email: eric.zetz@oxnard.org	Email: jigandaratransport@gmail.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
111 South Del Norte Blvd.	
Oxnard, California 93030	

7. CONTRACTUAL PREREQUISITES.

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

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

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

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

8. SERVICE PROVIDER'S SERVICES.

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

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

9. COMPENSATION.

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

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

10. PAYMENT & INVOICES.

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

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.

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

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

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

12. MODIFICATION OF AGREEMENT.

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

13. TERMINATION OF AGREEMENT.

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

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

15. LAWFUL PERFORMANCE.

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

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

16. SAFETY REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

18. ASSIGNMENT.

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

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

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

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

20. NOTICES.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

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

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

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

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

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's

subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

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

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

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

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

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

27. CONFLICT OF INTEREST

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

28. IRAN CONTRACTING ACT

[DELETE "IRA" IF AGREEMENT TOTAL IS LESS THAN \$1 MILLION & Replace with term **[RESERVED]**] IRAN Contracting Exhibit is in the Agreements Folder on the S Drive.

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

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

29. [RESERVED]

30. DISPUTES.

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

31. DISPUTE RESOLUTION.

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

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE

PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

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

36. GOVERNING LAW.

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

37. SEVERABILITY.

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

38. INTEGRATED AGREEMENT.

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

39. NO THIRD-PARTY BENEFICIARY.

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

40. AUTHORITY TO EXECUTE.

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

41. EXECUTION – COUNTERPARTS.

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

42. INCONSISTENT OR CONFLICTING TERMS.

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

43. ACKNOWLEDGEMENT.

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

[Signatures on next page]

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

CITY OF OXNARD

J.I. GANDARA TRANSPORT, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Jennifer Yates, ²
Purchasing Manager

Isabel V Gandara, CEO _____ Date _____

M Leticia Gandara, _____ Date _____
Secretary³

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

³ The City requires the following for any contract:

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT (CITY of Oxnard and J.I. Gandara Transport, Inc.)

SCOPE OF SERVICES

INSERT CITY PROJECT MANAGER FOR THIS AGREEMENT: James Torrez / 805-200-2215 / james.torrez@oxnard.org

Provide supplemental hauling services from Del Norte Facility to designated landfills or facilities as assigned by the City.

Contractor shall be capable of hauling up to 100,000 tons of solid waste material every year over the term of this contract. Contractor is expected to have a daily minimum of (5) five tractor-trailers with trailer walking floors available for "on-call" upon the City's request to provide waste transfer hauling. Contractor shall be expected to haul up to 4 loads per tractor-trailer each day the City makes an "on-call" request if needed.

Due to the configuration of Del Norte for loading trailers, trailers should be 48 feet in length by 8 feet and five inches in width and no more than 13 feet and 7 inches in height. Walking floor trailers or tipper trailers are required at the Simi Valley Landfill.

On request of City, Contractor shall, pursuant to this Agreement, haul solid waste, green waste or recyclables from Del Norte to the Simi Valley Landfill or other facilities as designated by the City. If during the term of the Agreement City designates a landfill or facility not identified in this Section of Agreement, Contractor shall provide the City its rate per ton hauled to that landfill.

Since the City has a tonnage flow commitment to the Simi Valley Landfill, the haul rate to this landfill is important to the City. This agreement is for supplemental waste transfer hauling service. The City does not guarantee that City will request Contractor to haul any minimum or maximum amount of solid waste tons.

CONTRACTOR SERVICE SCHEDULE AND CONDITIONS

Contractor shall provide hauling service only upon the request of the City. Del Norte hours are 5:30 am to 5:00 pm Monday through Saturday. Contractor shall follow all laws, regulations, safety rules and practices at the Facility and landfills, including the Del Norte Regional Recycling and Transfer Station Loading Procedure Policy attached as Exhibit A-1.

City shall give Contractor at least 24 hours' notice by telephone of assignments to haul. City shall specify the number of trucks required and specify the facility where the material is to be delivered.

Contractor shall maintain tractor-trailers to perform haul operations in a legal, safe and effective manner. Contractor shall keep tractor-trailers in a clean condition and maintain a good appearance. Contractor shall provide City a copy of certification to verify safety

audits performed by California Highway Patrol or Bi-Annual Terminal "BIT" inspections on Contractor's tractor-trailers. Upon City's request, Contractor shall provide all maintenance records of tractor-trailers providing hauling service under this Agreement.

City shall inspect Contractor's tractor-trailers as City determines is necessary. Upon request of City, Contractor shall repair, at Contractor's expense, any item on tractor-trailer that City deems necessary to repair to perform hauling services. The Contractor shall repair the item within a reasonable time as not to adversely impact hauling service. Contractor's tractor-trailers shall be in good mechanical and operational condition and clean before hauling each load from Del Norte.

Contractor shall use its best efforts to provide a sufficient number of trucks and drivers to Del Norte at the days and times specified by City.

Contractor shall provide City with a facility weight ticket identifying the amount of tons hauled by Contractor to the Facility.

Contractor shall provide City with tare weights of tractor-trailers used by the Contractor. Tractor-trailers shall have a full tank of fuel when the weight is tared.

Contractor shall provide City with vehicle numbers of tractor-trailers used by the Contractor.

Contractor must be available to haul solid waste, green waste, wood, and recyclable material at the City's request. The denial of loads by the Contractor may be interpreted as nonperformance and breach of this Agreement.

ABILITY TO

Contractor shall have the ability to respond to City assignments in a timely fashion regardless of material. Contractor shall have the ability to communicate effectively and be accessible to City staff. Contractor shall have the ability to maintain records. Contractor shall have ability to invoice City on a regular basis with detailed billing information

STAGING/PARKING AREA

City and Contractor may enter into a separate agreement (license agreement) for the City to lease property to Contractor on Del Norte's property site for overnight parking of Contractor's tractor-trailer vehicles for a maximum of five tractor-trailer vehicles. Based on City's hauling needs, City shall determine the number of tractor-trailers staged (up to five maximum) at Del Norte by Contractor. Upon City's request, City shall give Contractor 24-hour notice by telephone to change the number of tractor-trailers staged at Del Norte by Contractor.

MAINTENANCE

Contractor may provide its own preventative maintenance, washing, and fueling of its tractor-trailers staged at Del Norte. All labor, equipment, parts, supplies, fuel, and other related materials to maintain, wash, and fuel Contractor's tractor-trailers shall be performed by the Contractor and at the sole expense of the Contractor. Contractor shall perform all maintenance, washing and fueling of its tractor-trailers at Del Norte from 5:00 p.m. to 5:30 a.m. Monday through Saturday when Del Norte is closed to the public. Contractor shall not perform any major repairs of its tractor-trailers at Del Norte. Contractor shall collect and dispose of all debris generated from maintenance, washing and fueling of its tractor-trailers. Contractor shall use its own catch basin and safely and responsibly dispose of all liquid waste from washing its tractor-trailers. At City's sole discretion, Contractor may stage maintenance, vehicle parts, and other apparatus to maintain, fuel and wash Contractor's tractor-trailers at Del Norte. Contractor must use containment methods requested by the City.

COMPENSATION

Contractor shall submit a haul rate per solid waste ton delivered to the landfill or facility. Contractor's haul rate shall include all cost for labor, fuel, equipment, maintenance, repairs, parts and supplies and all other hauling costs.

- a. Since the City has a tonnage flow commitments to the Simi Valley Landfill the haul rate to this landfill is important to the City. This agreement is for supplemental hauling services. The City does not guarantee that City will request Contractor to haul any minimum or maximum amount of solid waste tons.
- b. If during the term of the Agreement City designates a landfill or facility not identified in the Agreement, Contractor shall provide City its rate per ton hauled to that landfill.

EXHIBIT A-1
Del Norte Regional Recycling and Transfer
Station Transfer Vehicle Loading Procedure

1. SCOPE:

This procedure will outline the steps necessary to safely load transfer vehicles. Compliance with this procedure is mandatory. Failure to follow the steps in this procedure may result in injury and/or result in disciplinary action up to termination.

2. OBJECTIVES:

1. Safely load transfer vehicles
2. Standardize radio communications between Dispatch, loaders, spotters, and transfer vehicles.
3. Minimize safe loading times. TPR Section 6.0 page 16.
4. Set rules of conduct between Dispatch, loaders, spotters, and transfer personnel.
5. Safely maximize transfer vehicle weight to ensure minimum truck trips and reduce carbon emissions.

3. PROCEDURE:

1. All personnel entering the MRF facility will be required to wear hard hats, safety- vests and safety glasses, gloves, and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
2. Non-essential radio conversation will be strictly avoided.
3. No individual may enter the port tunnels unless both ports are covered. The only exception to this being an emergency.
4. All other employees or individuals working on location will be required to wear a hard hat, safety vest, safety glasses, gloves, and safety footwear.
5. All vehicles will strictly adhere to the 15 MPH or less speed limit at all times.
6. Prior to entering the port tunnels transfers will proceed to the designated area marked "STOP" at the entrance of tunnel.
7. **ALL** drivers expecting to enter the port tunnel will stop their trucks before the "STOP" sign located at entrance of tunnel.
8. Transfers will park to the far right of the lane in single file and leave left lane clear.
9. Upon reaching the "STOP" sign, transfers will report to Dispatch via radio and provide their truck I.D. number and full name.
10. Transfers will then inform Dispatch their readiness to enter the port tunnel and wait for instructions. No transfer truck may proceed until given permission from Dispatch.

11. Dispatch will be expected to update transfer drivers of status changes to loading trucks waiting in line. Transfer drivers will comply with any changes.
12. Contractor/Green Waste Transfer trucks will be allowed to pull up to the "STOP" sign on the left lane only when instructed by Dispatch and wait for instructions before entering port tunnel.
13. Dispatch will verbally acknowledge all communications requested by transfer drivers.
14. Communications between transfer drivers, loaders and Dispatch shall remain professional, courteous and to the point. A clear, uninterrupted line of communication shall be maintained at all times whenever possible.
15. Whenever a concern or disagreement arises as to dispatching, a phone conversation shall take place with Dispatch supervisor instead.
16. While vehicle is under port tunnels, Dispatch will use full name of transfer driver and vehicle ID to communicate.
17. Transfers will only enter the tunnel when material to be loaded is ready and transfer driver has received verbal confirmation from Dispatch. Clean wood or green waste will only be loaded in designated vehicles.
18. Dispatch will decide and inform transfers drivers the type of material to be loaded. This determination is based upon operational needs. Dispatch will make the final decision as to who will enter the tunnel and what loads will take precedent.
19. Upon entering port tunnels, transfers drivers will adhere to ALL verbal instructions provided by Dispatch.
20. When staged and properly aligned, transfer driver shall set both tractor and trailer airbrakes prior to loading. Transfer driver will verbally confirm to Dispatch that brakes have been set.
21. Dispatch will verbally verify truck-port alignment and verbally confirm with transfer driver that alignment is set.
22. Transfer drivers shall remain inside their vehicles at all times while parked under tunnel for safety reasons. The only exception to this being an emergency. If transfer driver has to leave the truck due to an emergency, they will verbally notify Dispatch that they are leaving the vehicle if it is feasible to do so.
23. Loading time shall only start after RED light is turned on. Dispatch will verbally confirm when loading will commence.
24. After truck is loaded, Dispatch will verbally confirm that loading is complete and switch on a GREEN light.
25. Dispatch will then verbally contact transfer driver via radio and acknowledge that vehicle can exit from port tunnel. Dispatch will also verbally contact transfer driver if potential hazards exist with material loaded; ie: overweight, wood sticking out, etc.
26. Transfer driver may not move until both a GREEN light and verbal permission have been received by Dispatch. Transfer must verbally respond and acknowledge with Dispatch before moving truck.
27. If there is a loss of power to premises, Dispatch will confirm and verify all instructions step-by-step and will guide the transfer driver to move the vehicle from under port tunnel back to main staging area.

28. No one, including Spotters, shall be assigned to manually clear any remaining debris that may be protruding from the truck while trucks are under the ports tunnels.
29. Should load leveling be required, transfer drivers shall drive to a flat surface area, inspect load, tarp and call Dispatch for added assistance when needed.
30. Trucks shall not be permitted to stop at the exit incline for load inspection or tarping.
31. Dispatch supervisor will make the decision to assign the task of clearing top of trailer.

4. SPOTTER / SAFETY REQUIREMENTS AT TIPPING AREA:

1. All personnel entering the MRF facility will be required to wear hard hats, safety- vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
2. Spotter shall **NOT** approach or be near the loading ports while loader is active and running.
3. Dispatch will instruct loader operator to park, turn off and exit loader whenever personnel such as a spotter may need to work near any loading port. Loader will acknowledge and confirm by radio.
4. Spotter will **ONLY** approach or be near the loading ports if loader is safely parked, turned off and no one is inside the cabin.
5. Spotter will **NOT** walk adjacent to open ports unless covers are fully in place.
6. A plastic chain attached to portable stands shall be posted near tunnel ports but not closer than 72" (6 feet) whenever ports are not covered (Per Transfer Processing Report).
7. Spotter will maintain visual and radio contact with Dispatch.
8. Spotters directing vehicle traffic inside the MRF area shall use LED wands to direct traffic.
9. Spotters shall never walk adjacent or look into the loading ports to access the tops of trailers.
10. Clearing and adjusting the objects that may be protruding from above the top rails of truck while under the loading ports shall **NOT** be done by anyone whether they are using extension tools or not.
11. No one shall be permitted under the tunnel ports unless the tunnel port covers are fully set in place and permission to do so has been granted by Dispatcher or Dispatch supervisor.
12. All personnel entering the port tunnels to clean, sweep or clear area of debris shall first receive radio clearance from Dispatch to do so before **AND** after completing any tasks underneath tunnels.

5. MATERIALS:

1. None.

EQUIPMENT:

1. Portable UHF or VHF radios.
2. Hard Hats.
3. Safety Glasses.
4. Standard Safety-vests.
5. LED Safety-vests.
6. LED wands.
7. Gloves.

8. DOCUMENTATION:

1. Copies of this Transfer Vehicle Loading Procedure are to be placed in the Environmental Resources Division Illness and Injury Prevention Plan, in the Driver Break Room, and at the Dispatch Control Room.

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and J.I. Gandara Transport)**

SCHEDULE OF COMPENSATION

Contractor shall furnish all labor, materials, supplies and equipment, and perform operations necessary to complete the Services. Contractor shall provide minimum tonnage per load and cost per ton hauled.

ITEM NO.	SUPPLEMENT SUPPLEMENTAL WASTE TRANSFER HAUL SERVICE	Rate Per Ton Haul
1	Simi Valley Landfill 20 tons minimum per load 2801 Madera Road, Simi Valley, CA 93065 (municipal solid waste)	\$11.95
2	Toland Road Landfill 20 tons minimum per load 3500 Toland Road, Santa Paula, CA 93060 (municipal solid waste)	\$11.95
3	Agromin Organics Recycling at Limoneira Farms 19 tons minimum 12390 Telegraph Road, Santa Paula, CA 93060 (yard trimmings)	\$12.00
4	Agromin Organics Recycling at Simi Valley Landfill 15 tons minimum 2801 Madera Road, Simi Valley, CA 93065 (Wood waste)	\$11.95
5	Chiquita Canyon Landfill 20 tons minimum per load 29201 Mayo Drive, Castaic, CA 91384 (municipal solid waste)	\$ 18.00

The average load shall be determined from the loads hauled by Contractor to each landfill on a quarterly basis per every three consecutive calendar months beginning on July 1, 2024. If the quarterly period average load is determined to be less than 20 tons per load (municipal solid waste) at the designated landfill then City shall pay Contractor the tonnage difference between the shortfall and average load based on the rates per landfill as specified in Exhibit A of this solicitation. For example, if the Contractor hauled 50 loads to the Simi Valley Landfill that totaled 950 tons of solid waste for an average of 19 tons per load in a calendar quarter period then the City is responsible for paying the Contractor the tonnage shortfall difference of 50 tons at \$11.95 per ton for a payment of \$239.00.

EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and J.I. Gandara Transport)

INSURANCE REQUIREMENTS

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

Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS WITH CONTRACTORS POLLUTION LIABILITY)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. 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. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

1/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that 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-I.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) \$ MED. EXPENSE (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 Contractors Pollution Liability and Contractors Pollution Errors & Omissions				PER CLAIM / OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 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:	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		CITY AGREEMENTS/PERMITS	
☐ Claims Made Retroactive Date _____ ☐ Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (____) _____
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			
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 46250-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:	
Telephone:		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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

EXHIBIT D

TRADE SERVICES AGREEMENT (CITY of Oxnard and J.I. Gandara Transport, 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 trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

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

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023**

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

- a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.
- c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT (CITY of Oxnard and J.I. Gandara Transport, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its

subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

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

wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

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

EXHIBIT F

TRADE SERVICES AGREEMENT (CITY of Oxnard and J.I. Gandara Transport, Inc.)

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

Public Contract Code Sections 2202-2208

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

Agreement 32400334 for Supplemental Waste Transfer Hauling Services for the Del Norte Regional Recycling and Transfer Station

Public Works and Transportation Committee
January 23, 2024

City Council, February 20, 2024

Eric Zetz
Environmental Resources Division Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with J I Gandara Transport for an amount not to exceed \$5,000,000 for an initial one-year term, with an option to extend for two additional one-year terms; ending March 1, 2027, to provide supplemental waste transfer hauling services for the Del Norte Regional Recycling and Transfer Station.

That the City Council approve and authorize the Mayor to execute an Agreement with J I Gandara Transport for an amount not to exceed \$5,000,000 for an initial one-year term, with an option to extend for two additional one-year terms; ending March 1, 2027, to provide supplemental waste transfer hauling services for the Del Norte Regional Recycling and Transfer Station.

Since the opening of the Del Norte Regional Recycling and Transfer Station in 1996, the Environmental Resources Division has operated with an internal transfer fleet and contracted with outside firms to provide supplemental waste transfer hauling services.

Internal Transfer Fleet

- Necessary control of staff and vehicles to ensure permit mandates to transfer waste daily
- Up to 195,000 tons per year

Supplemental Hauler - Backup for:

- Fluctuations in waste stream
- ER staff shortages and recruitment cycle
- Limited availability of City vehicles due to maintenance
- Up to 100,000 tons per year

- Most efficient and cost-effective means of complying with State permit mandates
- Balance ensures City can continue to operate in most circumstances
- Consistent with industry standards

Solid Waste

City currently contracts with Waste Management of California, Inc. for solid waste disposal at the Simi Valley Landfill.

Organics (greenwaste)

City currently contracts with Agromin Organics Recycling to receive and process organics (greenwaste) at two locations:

- Limoneira Farms in Santa Paula
- Simi Valley Landfill in Simi Valley

November 14, 2023: City issued a Request for Bid (RFB #ER 24-34) to solicit supplemental waste transfer hauling services

- RFB was sent to 12 firms
- Posted on the City's website and www.publicpurchase.com

- By December 11, 2023 RFB deadline, City received four (4) qualified bids:
 1. J I Gandara Transport (Gandara Transport)
 2. Ecology Auto Parts, Inc.
 3. Eco Transport, LLC
 4. American Reclamation
- The bids presented pricing to destinations that ER transfers waste or organic material
- The Toland Road Landfill and the Chiquita Canyon Landfill were included in the RFB in case of fire or event closing to the Simi Valley Landfill
- J I Gandara Transport was the lowest, responsive bidder

RFB ER 24-34 summary:

Table 1

Destination	J I Gandara Transport	Ecology Auto Parts, Inc.	Eco Transport, LLC	American Reclamation
Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065	\$11.95	\$12.68	\$13.95	\$27.95
Toland Road Landfill, 3500 Toland Road, Santa Paula, CA 93060	\$11.95	\$12.22	\$16.50	\$28.80
Agromin Organics Recycling at Limoneira Farms, 12390 Telegraph Road, Santa Paula, CA 93060	\$12.00	\$12.68	\$12.95	\$23.04
Agromin Organics Recycling at Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065	\$11.95	\$12.68	\$15.95	\$27.95
Chiquita Canyon Landfill, 29201 Mayo Drive, Castaic, CA 91384	\$18.00	\$15.82	\$18.00	\$28.80
Total	\$65.85	\$66.08	\$77.35	\$136.54

- Based on bid results, staff is recommending J I Gandara Transport
- J I Gandara Transport meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State

- Total value of Agreement is \$5,000,000 through March 1, 2027
- Spending plan for remainder of FY 2023-24 is available in the Environmental Resources Operating Fund
- Funding for subsequent fiscal years will be requested during the annual budget process



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. I.6

DATE: February 20, 2024

TO: City Council

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

SUBJECT: Ratification of a Grant Application to the Outdoor Recreation Legacy Partnership Grant Program for the Campus Park Project. (10 minutes)

RECOMMENDATION

That the City Council approve the:

1. Ratification of the submission of a grant application to the Outdoor Recreation Legacy Partnership Grant Program for the Campus Park Activation Support project in an amount not to exceed \$7,000,000 with a 1:1 match required coming from state grant funds in the Campus Park Activation Project (Phase 1, Project C2104);
2. City Manager or designee to execute grant agreements;
3. Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and
4. Public Works Director or designee to submit non-financial reports.

(This item did not originate in Committee as it is for a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/IV8bjk2fWC8>

BACKGROUND

The Outdoor Recreation Legacy Partnership (ORLP) Program is a National Park Service (NPS) grant program. The ORLP grant involves two competitive layers. First, the California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) competitively reviews applications. Second, OGALS forwards selected applications to NPS to compete in the nationwide competition.

The purpose of the ORLP program is to provide new or significantly improved recreation opportunities in urban, disadvantaged communities. The program currently prioritizes the selection of projects that integrate nature-based projects where nature is a major element of, or strongly supports, the proposed recreational activity. The ORLP program requires a 1:1 match.

The project selected to be applied for is to supplement funding available for Campus Park's Phase 1. The design of the Campus Park project has been delineated into three phases, to include Phase 1, which is the activation part of the project. The park improvements and design includes two additional phases, which add certain community-requested elements such as restrooms, a new dog park, a community orchard, a cultural garden, community garden amenities, a multi-use field/meadow, additional landscaping, and other amenities and support items related to these elements.

DISCUSSION

The City received the grant award for Phase 1 of the Campus Park project on May 8, 2020. Phase 1 of the Campus Park project is in the final stages of the design phase and roughly 90% complete. Unfortunately, since the Phase 1 grant application was submitted in 2019, construction costs have escalated. Additionally, the lack of qualified applicants for engineering and project manager positions over several years impacted the ability to hire staff to move the large number of CIP projects forward, including the Campus Park project. With this challenge and the fact that extended research and analysis was needed due to the estimated construction cost increases, the Campus Park project schedule has been impacted. These cost increases required additional design iterations that were necessary in order to reduce construction costs, but which also further lengthened the design timeline.

The current estimate for all of the elements requested by the Community in Phase 1 is \$11,215,000, with only \$6,700,000 remaining on the original grant after funding the planning and design phase. To address this, staff is looking at all opportunities to fully fund this project to deliver the expected elements of the park. It should be noted that the City received additional grants awards for Phase 2 elements (including additional funding for landscaping, the multi-use field/meadow, the cultural garden, the dog park area's landscaping, and the community orchard) and Phase 3 elements (including additional funding for trails, dog park amenities, lighting, shade structures, community garden amenities, educational signage, a public restroom, and landscaping), which cannot be used for Phase 1 elements.

The new grant opportunity was released on November 29th, 2023. As the grant program requires 1:1 non-federal match, this limited potential project applications to those park projects with committed and non-federal funding. The grant program also limits project applications to those in designated disadvantaged communities. Several projects were initially considered, including obtaining additional funding for the La Colonia Skate Park project. However, the timeline of the La Colonia Skate Park project does not fit with the timeline of the ORLP grant program. Due to this, Campus Park was selected as the site that meets the grant criteria and is relatively competitive. The timeline of the Campus Park project can also be adjusted to fit within the timeline of the ORLP grant program. Staff recommends that the ORLP funding be sought to supplement the budget available for Phase 1 of Campus Park's development (the Campus Park Activation Project).

The ORLP program, which is federally funded and involves an initial application to the State, has a long foreperiod before a grant agreement is executed on awarded projects. If the City is awarded the grant, the grant agreement would likely not be executed until Spring/Summer of 2025, after the National Environmental Policy Act (NEPA) and Section 106 (the National Historic Preservation Act) requirements are completed in coordination with the National Parks Service, and the project wouldn't be able to start until then. At present, construction for previously funded Phase 1 elements is anticipated to begin in late calendar year 2024. If the ORLP grant is not awarded, the City will know by November of 2024, and the previous grant's construction could begin shortly thereafter, subject to finding additional funding. If the grant is awarded, then construction would not be able to start until NEPA and Section 106 requirements are complete, which is expected to be in the Spring/Summer of 2025. Since the construction for Phase 1 of Campus Park is currently scheduled to begin in late calendar year 2024, if the ORLP grant is awarded, then it would possibly delay the Phase 1 construction start date by six months. The deadline to expend grant funds previously received by the City for Phase 1 of this project was extended to December 31, 2027.

Estimated Timeline:

1. The grant application is submitted to the State before January 31, 2024.
2. State notifies the City regarding if the application will compete nationally or not (March 2024).
3. Section 106 and NEPA are initiated by the City, at the City's own cost of approximately \$50,000 (March 2024 in order to minimize grant agreement delay if awarded).
4. Spring 2024: Full application is submitted to NPS.
5. November 2024: The grant award is announced by NPS.
6. Section 106 and NEPA are completed (~Spring 2025 at the earliest (typically takes up to one year for NPS to review)).
7. A grant agreement is executed (Spring/Summer 2025).
8. Summer 2025: Construction is initiated on Campus Park's Phase 1. The previously awarded Phase 1 construction funding will be used as a match (not to exceed \$7M from Project C2104).
9. Note that if the grant agreement execution is delayed, there is the option that construction may begin once an award is announced and Section 106/NEPA is complete. A waiver of retroactivity will need to be requested once Section 106/NEPA is complete.

The initial grant application was due January 31, 2024. Due to the required 1:1 match and impacts to existing project timelines, staff discussions were required to clarify the project and the scope. Initially, it was thought that the impact on potential projects' timelines was too significant, but after further analysis staff recommends pursuing the funding to supplement Campus Park's Phase 1 construction. The grant opportunity was released November 29, 2023, limiting the time available to get on a Council agenda after the decision to apply was made.

The Public Works Director, in coordination with the City Manager, approved applying for the grant prior to Council approval as it represents a significant opportunity to match existing grant funding for the Campus Park Phase 1 project. The grant application focuses on adding additional funding to support the Phase 1 creation of new green spaces, natural landscapes, and tree cover in the park, along with several of the recreation features that are part of Phase 1 that are in need of additional funding. If the project is funded by the ORLP grant, the Phase 1 recreation features that would be supported with additional funding include the community garden, trails, landscaping, multi-use field/meadow, basketball courts, pelota mixteca court, lighting, stormwater benefits, and bicycle pump track.

If the ORLP grant is awarded, the project site is required by NPS to be owned by the City of Oxnard and remain for outdoor recreation in perpetuity. If the ORLP grant is not awarded, staff will continue to research other funding opportunities to fill the gap for construction based upon the current construction cost estimate. It should be noted that having NEPA clearance for this project, regardless if the ORLP grant moves forward, will allow for submission of this project for other Federal grants.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

If awarded, the ORLP grant program funds will be recognized and appropriated to the Federal Grant Fund (200) for an amount not to exceed \$7M. The 1:1 match of up to \$7M will come from previously appropriated State grant funds budgeted for the Campus Park Activation Project (Phase 1, Project C2104). No additional operating and maintenance costs are expected, as the grant would only supplement existing funds and not expand amenities. If the grant proposal makes it through the first stage of review by the State, the approximate cost for completing NEPA and Section 106 is estimated to be \$50,000 and will be funded through the existing Public Works Engineering operating budget.

COMMITTEE OUTCOME

This item did not originate in Committee as this is for a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. Presentation

Ratification of a Grant Application to the Outdoor Recreation Legacy Partnership Grant Program for the Campus Park Project

City Council
February 20, 2024

Eric Humel, Grants Coordinator
Public Works Department

That the City Council approve the:

1. Ratification of the submission of a grant application to the Outdoor Recreation Legacy Partnership Grant Program for the Campus Park Activation Support project in an amount not to exceed \$7,000,000 with a 1:1 match required coming from state grant funds in the Campus Park Activation Project (Phase 1, Project C2104);
2. City Manager or designee to execute grant agreements;
3. Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and
4. Public Works Director or designee to submit non-financial reports.

Outdoor Recreation Legacy Partnership Program Grant (ORLP)

- The ORLP grant is a program of the National Park Service (NPS)
- The purpose of the ORLP program is to provide new or significantly improved recreation opportunities in urban, disadvantaged communities
- The program currently prioritizes the selection of projects that integrate nature-based projects where nature is a major element of, or strongly supports, the proposed recreational activity
- The ORLP program requires a 1:1 match

- The project selected to be applied for is to supplement funding available for Campus Park's Phase 1
- The design of the Campus Park project has been delineated into three phases, to include Phase 1, which is the activation part of the project
- The park improvements and design includes two additional phases, which add certain community-requested elements such as:
 - public restrooms
 - a new dog park
 - a community orchard
 - a cultural garden
 - community garden amenities
 - a multi-use field/meadow
 - additional landscaping and other amenities and support items related to these elements

- Phase 1 is currently finishing up design, at 90% design
- The Phase 1 grant was submitted in 2019, the project has had delays due to staffing challenges, and costs have escalated due to the delays
- These cost increases required additional design iterations that were necessary in order to reduce construction costs, but which also further lengthened the design timeline
- The current cost for Phase 1 construction is \$11.2M, with only \$6.7M remaining for construction
- Staff is currently looking at all opportunities to fund this gap
- The City has received additional grant awards for Phase 2 and Phase 3 elements

- Projects require 1:1 non-federal match
- Projects must be located in disadvantaged communities
- While the program will announce awards in November 2024, a grant agreement won't be executed until Spring/Summer 2025
- Phase 1 elements, currently in design and funded by a State grant, will be used as the 1:1 match
- Construction for previously funded Phase 1 funding is currently estimated to begin in late 2024
- If the ORLP grant is awarded, then Phase 1 construction may be delayed by 6 months, and will require NEPA and Section 106 compliance which is estimated to cost \$50,000
- If the ORLP grant is not awarded, then the City will know by November of 2024, and the Phase 1 construction could begin shortly thereafter, on schedule

DISCUSSION

- The grant opportunity was released November 29, 2023, and the initial grant application was due January 31, 2024
- The Public Works Director and City Manager approved applying for the grant prior to Council approval as it represents a significant opportunity to match existing grant funding for the existing Campus Park Phase 1 project
- The Phase 1 scope that the ORLP grant is proposed to support include the following:
 - community garden
 - trails
 - landscaping
 - multi-use field/meadow
 - basketball courts
 - pelota mixteca court
 - lighting
 - stormwater benefits
 - bicycle pump track

- If the ORLP grant is awarded, the project site is required by NPS to be owned by the City of Oxnard and remain for outdoor recreation in perpetuity.
- If the ORLP grant is not awarded, staff will continue to research other funding opportunities to fill the gap for construction based upon the current construction cost estimate.
- It should be noted that having NEPA clearance for this project, regardless if the ORLP grant moves forward, will allow for submission of this project for other Federal grants.

EMERGENT CONCEPT (MASTER PLAN)

- ① WALKING PATH
- ② ALLUVIAL WASH
- ③ RECREATION CORE
- ④ MULTI-PURPOSE LAWN
- ⑤ INCLUSIVE PLAYGROUND
- ⑥ PAVILION
- ⑦ PELOTA MIXTECA
- ⑧ MEADOW
- ⑨ COMMUNITY GARDEN
- ⑩ RESTROOM
- ⑪ DOG PARK
- ⑫ AIRPLANE VIEWING MOUND
- ⑬ CULTURAL GARDEN
- ⑭ ENTRY GARDEN
- ⑮ COMMUNITY GATEWAY
- ⑯ PERIMETER LANDSCAPING



- If awarded, the ORLP grant program funds will be recognized and appropriated to the Federal Grant Fund (200) up to \$7M
- The match of up to \$7M will come from previously appropriated State grant funds budgeted for the Campus Park Activation Project (Phase 1, Project C2104)
- No additional O&M costs are expected, as the grant would only supplement existing funds and not expand amenities
- If the grant proposal makes it through the first stage of review by the State, the costs for completing NEPA and Section 106 is estimated to be \$50,000



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. I.7

DATE: February 20, 2024

TO: City Council

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

SUBJECT: Resolution for Ratification of Grant Application for California Extended Water and Wastewater Arrearage Program. (10 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a resolution that ratifies the submittal of a grant application and acceptance of a grant award from the California Water and Wastewater Arrearage Payment Program in the amount of \$199,850.61 for delinquent water charges and \$197,163.63 for delinquent wastewater charges related to COVID-19, which includes 3% administrative costs; and
2. Authorize the City Manager to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee as this is an extension of a grant previously approved by City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/OeGh2-mAVuo>

BACKGROUND

The COVID-19 public health emergency has heavily impacted the financial well-being of many Oxnard residents and businesses. The State Water Resources Control Board (SWRCB) created a short-term funding program, the California Water and Wastewater Arrearage Payment Program (CWWAPP). This program is federally funded with \$985 million authorized by the American Rescue Plan Act of 2021 (ARPA). ARPA funding has been allocated by the State legislature to the SWRCB, to provide one-time relief to community water and wastewater systems for unpaid water and wastewater bill debt related to the COVID-19 pandemic. Pursuant to meeting specific program requirements, this funding will cover water and wastewater utility bill debt for specific residential and commercial customers accrued during the COVID-19 relief period from June 16, 2021, through December 31, 2022, as determined by the State. A grant match is not required from the City.

On March 15, 2022, Council adopted Resolution 15,547 in which the City applied for arrearage funds in the amounts of \$1,258,764.85 for Water and \$848,092.67 for Wastewater under this program, which covered debt from March 4, 2020, through June 15, 2021. Out of the \$1,258,764.85 that was received for Water arrearages, \$1,026,077.08 was applied to customer accounts and \$232,687.77 was returned to the State. Similarly, out of the \$848,092.67 that was received for the wastewater arrearages, \$808,311.32 was applied to customer accounts and \$39,781.35 was returned to the State. Unspent returned funds consisted of unused administrative costs and arrearages that were paid by utility customers after the City applied for the funding.

DISCUSSION

In November 2023, SWRCB began accepting applications for the extended arrearage program, with a deadline of January 31, 2024. The application required data from water and wastewater systems that provided information on customer arrearages for the COVID-19 relief period. City staff worked diligently to gather the data required in order to submit the application as soon as possible, thus increasing the chances of receiving any funding. After applying the State's requirements for eligibility, the following accounts were determined to have a past-due balance from the qualifying period of June 16, 2021 through December 31, 2022:

Qualifying Period: June 16, 2021 - December 31, 2022						
	Commercial Accounts in Arrears	Residential Accounts in Arrears	Commercial Arrears	Residential Arrears	Admin Costs (50/50 split)	TOTAL
Water	36	513	\$32,392.97	\$161,675.88	\$5,781.76	\$199,850.61
Wastewater	41	508	\$38,501.19	\$152,880.68	\$5,781.76	\$197,163.63
TOTAL	77	1,021	\$70,894.16	\$314,556.56	\$11,563.52	\$397,014.24

The grant application was due January 31, 2024 and was submitted by City staff on January 30, 2024. Due to the required utility billing account analysis by City staff, time was needed to determine if the City met applicable arrearage criteria. The City was made aware of this extended grant opportunity on December 6, 2023, with an original release date of November 1, 2023. Subsequently, there was limited time available to get on a Council agenda after the analysis was provided. A City match is not required for this grant and there will be no obligation for additional staffing, or maintenance costs. This grant will result in additional City labor costs to implement the debt forgiveness, which will be reimbursed under the grant administrative costs.

Additionally, the City's new grant policy (Resolution 15,748) does not require a resolution to submit grant applications; however, the Public Works department is electing to issue a new resolution for this grant application in an effort to be consistent with the previous grant resolution.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The requested application amount for a total amount of \$397,014.24, which includes a 3% for administrative costs (split 50/50 between Water and Wastewater funds), will be used to reduce outstanding balances for delinquent water (\$199,850.61) and wastewater (\$197,163.63) arrearages for customers that meet the State's specific eligibility requirements. There is no local match required. Grant funding will be appropriated upon award notification in the State Fund (210) (Project Nos. G24xx/666001 and G24xx/776602); however, funding is not guaranteed.

COMMITTEE OUTCOME

This item did not originate in Committee as this is an extension of a grant previously approved by City Council.

Prepared by: Luis Ortega, Management Analyst

ATTACHMENTS

1. Resolution _ Arrearages Grant
2. Resolution No.15,547
3. March 15, 2022 Staff Report
4. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF OXNARD RATIFYING THE SUBMITTAL OF A GRANT
APPLICATION AND APPROVING THE ACCEPTANCE OF
A GRANT AWARD FROM THE CALIFORNIA WATER
AND WASTEWATER ARREARAGE PAYMENT
PROGRAM**

WHEREAS, Oxnard City Council Resolution No. 15,748 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, on March 15, 2022, Oxnard City Council adopted Resolution No. 15,547, which authorized the approval of the submittal of an application to the California State Water Resources Control Board for an amount not to exceed \$1,258,764.85 in Water Arrearages Payment Program funds to be used for outstanding delinquent water charges from March 4, 2020 to June 15, 2021; and

WHEREAS, on March 15, 2022, Oxnard City Council adopted Resolution No. 15,547, which authorized the approval of the submittal of an application to the California State Water Resources Control Board for an amount not to exceed \$848,092.67 in Wastewater Arrearages Payment Program funds to be used for outstanding delinquent water charges from March 4, 2020 to June 15, 2021.

WHEREAS, on November 1, 2023, the State re-opened and extended the Water and Wastewater Arrearages Payment Program and began accepting applications for the extended program, with a submission deadline of January 31, 2024. The application required data from water and wastewater systems that provided information on customer arrearages for the COVID-19 relief period.

WHEREAS, due to time constraints from the date Staff was aware of the re-opening of the State Program, Staff from the Public Works Department submitted an application for the re-opened program on January 30, 2024, to ensure meeting the program's stated deadlines and providing an opportunity for Oxnard utility customers to be eligible for funding.

WHEREAS, the Public Works Department has requested that the City Council ratify the submittal of an application to the California State Water Resources Control Board for an amount

Resolution No.

GRANT APPLICATION AND ACCEPTANCE OF A GRANT AWARD FROM THE CALIFORNIA
WATER AND WASTEWATER ARREARAGE PAYMENT PROGRAM

Page 2

not to exceed \$199,850.61 in Water Arrearages Payment Program funds to be used for outstanding delinquent water charges from June 16, 2021, to December 31, 2022.

WHEREAS, the Public Works Department has requested that City Council ratify the submittal of an application to the California State Water Resources Control Board for an amount not to exceed \$197,163.63 in Wastewater Arrearages Payment Program funds to be used for outstanding delinquent wastewater charges from June 16, 2021, to December 31, 2022.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to ratify the submittal of a grant application and approve the acceptance of a grant award by the City Manager to the California State Water Resources Control Board for the purpose of obtaining grant funding for water and wastewater customer arrearages. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 20th day of February, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

RESOLUTION NO. 15,547

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE SUBMITTAL OF A GRANT APPLICATION AND
ACCEPTANCE OF A GRANT AWARD FROM THE CALIFORNIA WATER
AND WASTEWATER ARREARAGE PAYMENT PROGRAM

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

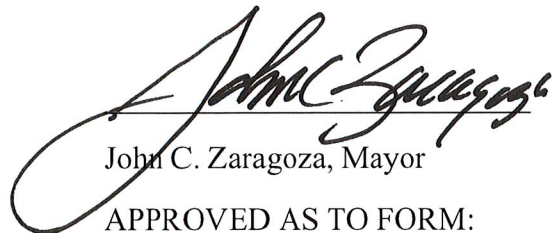
WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California State Water Resources Control Board and acceptance of a grant award for an amount not to exceed \$1,258,764.85 in Water Arrearages Payment Program funds to be used for outstanding delinquent water charges from March 4, 2020 to June 15, 2021.

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California State Water Resources Control Board for an amount not to exceed \$848,092.67 in Wastewater Arrearages Payment Program funds to be used for outstanding delinquent wastewater charges from March 4, 2020 to June 15, 2021

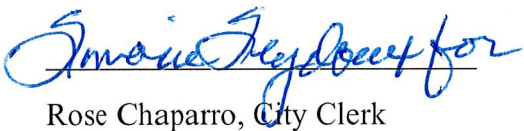
NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application and acceptance of a grant award by the City Manager to the California State Water Resources Control Board for the purpose of obtaining grant funding for water and wastewater customer arrearages. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

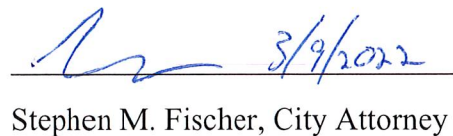
PASSED AND ADOPTED THIS 15th day of March, 2022, by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perllo, Teran and
NOES: Zaragoza.
ABSTAIN: None.
ABSENT: None.


John C. Zaragoza, Mayor
APPROVED AS TO FORM:

ATTEST:


Rose Chaparro, City Clerk


Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: March 15, 2022

TO: City Council

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

SUBJECT: Resolution for a Grant from California Water and Wastewater Arrearage Payment Program.

RECOMMENDATION

That the City Council adopt a resolution authorizing the City Manager or designee to:

1. Accept a grant from the California Water and Wastewater Arrearage Payment Program in the amount of \$1,258,764.85 for delinquent water charges related to COVID-19;
2. Apply for a grant from the California Water and Wastewater Arrearage Payment Program in the amount of \$848,092.67 for delinquent wastewater charges related to COVID-19; and
3. Execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee.)

BACKGROUND

The COVID-19 public health emergency has heavily impacted the financial well-being of many Oxnard residents and businesses. The State Water Resources Control Board (SWRCB) created a new short-term funding program, the California Water and Wastewater Arrearage Payment Program (CWWAPP). This program was funded with \$985 million in federal funding authorized by the American Rescue Plan Act of 2021 (ARPA). ARPA funding has been allocated by the State legislature to the SWRCB, to provide one-time relief to community water and wastewater systems for unpaid water and wastewater bill debt related to the pandemic. Pursuant to meeting specific program requirements, this funding will cover utility bill debt for specific residential and commercial customers accrued during the COVID-19 relief period from March 4, 2020 to June 15, 2021, as determined by the State. A grant match is not required from the City.

DISCUSSION

In early September 2021, SWRCB began accepting pre-applications for the CWWAPP. The pre-application required data from water systems that provided information on water customer arrearages for the COVID-19 relief period. City staff worked diligently to gather the data required in order to submit the pre-application as early as possible, thus increasing the chances of receiving any funding. After applying the State's requirements for eligibility, it was determined that 2,545 residential accounts with past-due water bills of \$1,052,038.27 and 163 commercial accounts with past-due water bills of \$170,063.53, for a total of \$1,222,101.80 were eligible for funding relief from the CWWAPP. The pre-application was submitted on the SWRCB's Electronic Annual Reporting System on September 10, 2021.

On October 27, 2021, the SWRCB notified the City that applications for water arrearages funding were now being accepted from water systems that had submitted the pre-application.

On January 4, 2022, SWRCB notified the City that it was awarded the full amount of \$1,222,101.80 plus an additional \$36,663.05 for administrative costs for a total award of \$1,258,764.85. The check arrived by the end of January and was deposited on February 2, 2022. The relief program requires water systems to distribute the funds as a credit to water customers within 60 days of receiving funds, which is April 3, 2022. Additionally, the City must notify recipients in writing the amount to be credited on their water bill. Customers do not need to repay any credits they receive. The City is required to return any remaining, unallocated funds not credited to customers and unused administrative cost funds within six months of receipt along with final reporting requirements.

It is unlikely that all water arrearages will be covered by this funding due to the limited relief period established by the SWRCB. As a result, the City will continue to work with customers with arrearages to set up payment plans. The City currently does not shut off water service on any account due to the pandemic.

Deadlines from SWRCB provided a very short window of time for the pre-application, application, notification to the customer, and then the distribution of the funds to customer accounts. In order to meet the deadline requirements, the necessary information was submitted to the State within the timeframes required. This staff report recommends approving the receipt of the water funding associated with the prior submittal.

Additional funding in the program has been made available for wastewater arrearages. As of February 1, 2022, pre-applications were being accepted by the SWRCB for residential and commercial wastewater arrearages. City staff calculated 1,603 residential accounts with arrearages totaling \$733,255.32 and 91 commercial accounts with arrearages totaling \$90,135.62. Staff intends to submit all required documentation to receive additional funding estimated at \$823,390.94 for wastewater arrearages and \$24,701.73 for administrative costs for a total of \$848,092.67 in CWWAPP funding. Staff recommends submitting documents necessary for the wastewater funding.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The awarded amount of \$1,258,764.85, which includes 3% for administrative costs, will be used to reduce outstanding balances for delinquent water charges for customers that meet the State's specific eligibility requirements. A new appropriation is required in the amount of \$1,258,764.85 in State Grant Fund 219 Project 666001 to properly record the revenue and expenditures for this grant award.

The requested application amount of \$848,092.67, which includes 3% for administrative costs, will be used to reduce outstanding balances for delinquent wastewater charges for customers that meet the State's specific eligibility requirements. Grant funding will be appropriated upon award notification.

COMMITTEE OUTCOME

Due to the short timeline given for the grant application process, this item did not originate in Committee.

Prepared by: Omar Castro, Water Division Manager, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Water Arrearages - Resolution

Resolution for Ratification of Grant Application for California Extended Water and Wastewater Arrearage Program

City Council
February 20, 2024

Luis Ortega, Sr. Admin Services Analyst
Public Works Department

That the City Council:

1. Adopt a resolution that ratifies the submittal of a grant application and acceptance of a grant award from the California Water and Wastewater Arrearage Payment Program in the amount of \$199,850.61 for delinquent water charges and \$197,163.63 for delinquent wastewater charges related to COVID-19, which includes 3% administrative costs; and
2. Authorize the City Manager to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; the Director of Public Works or designee to submit non-financial reports.

California Extended Water and Wastewater Arrearage Program

- State Water Resources Control Board created a short-term funding program to provide one-time relief to community water and wastewater systems for unpaid water and wastewater bill debt related to the COVID-19 pandemic
- March 15, 2022: Council adopted Resolution 15,547 for the City to apply for Water and Wastewater arrearages under this program for the period from March 4, 2020 through June 15, 2021
- City was granted \$1,258,764.85 for Water and \$848,092.67 for Wastewater arrearages under this program

- The State has re-opened and extended this program to allow debt forgiveness requests for the period of June 16, 2021, through December 31, 2022
 - Applications opened November 1, 2023
 - Applications closed January 31, 2024
- The City was notified of this program on December 6, 2023
- Due to the required utility billing account analysis, time was needed to determine if the City met applicable arrearage criteria
- After applying the State's requirements for eligibility, the total amount with past-due balances from the qualifying period plus a 3% administrative costs (split 50/50) is \$397,014.24

- There was limited time available to get on a Council agenda after the analysis was provided
- The grant application was submitted on January 30, 2024, in an effort to secure grant funding before the January 31, 2024 deadline

	Water	Wastewater	TOTAL
Commercial Arrears	\$32,392.97	\$38,501.19	\$70,894.16
Residential Arrears	\$161,675.88	\$152,880.68	\$314,556.56
Admin Costs	\$5,781.76	\$5,781.76	\$11,563.52
TOTAL	\$199,850.61	\$197,163.63	\$397,014.24

- Requested application amount is for a total amount of \$397,014.24, which includes a 3% for administrative costs (split 50/50 with Water and Wastewater)
- The grant will be used to reduce outstanding balances for delinquent water (\$199,850.61) and wastewater (\$197,163.63) arrearages for customers that meet the State's specific eligibility requirements
- There is no local match required, or obligation for additional staff or maintenance costs
- Grant funding will be appropriated upon award notification in the State Fund (210)



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. I.8

DATE: February 20, 2024

TO: City Council

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

SUBJECT: Approval of One New Ongoing Measure O Project; One New Measure O One-Time Project; and a Scope Expansion (without Funding Change) to One Existing Measure O Project. (10 minutes)

RECOMMENDATION

That the City Council:

1. Approve the following new Measure O project with the associated ongoing funding: Measure O Annual Report Printing - \$28,000 annually;
2. Approve the following new Measure O project with associated one-time funding: Radio Infrastructure - \$952,720;
3. Authorize a budget appropriation in Fiscal Year 2023-24 in the total amount of \$980,720, for the two projects identified above, from the available Measure O (104) fund balance (as well as the corresponding Capital Outlay Fund (301) transfer in and appropriation related to the Radio Infrastructure project); and
4. Approve a scope expansion for the existing Measure O Safe Homes Safe Families project, for which no additional funding is being requested.

(The Measure O Committee approved 8-0 on January 25, 2024 to approve the staff recommendation and to forward the item for Council approval)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/YvBQO52fFy8>

BACKGROUND

As of January 10, 2024, Measure O funds a total of 48 active projects: 22 ongoing operational projects, 5 ongoing debt service items, and 21 one-time funded projects. Ongoing funded projects receive a specific amount of funds each fiscal year; if staff does not use all of the funding from that fiscal year, unused funds cannot roll over to the following fiscal year. One-time funded projects receive the approved funding only once and staff expend the funds throughout the course of the project, even if these funds roll over to the next fiscal year. Once the funds are depleted, that project receives no more funding.

DISCUSSION

The two new projects and expansion of scope on an existing project have been identified as urgent priority needs for the City. They are:

1. **Measure O Annual Report Printing (ongoing).** One of the statutory reporting requirements of Measure O Ordinance No. 2779 is that City staff create and publish a written annual report for the public's information. This involves a

substantial printing cost, as the reports are required to be physically printed and mailed to all households in the City. To date, the annual cost of printing and mailing has been funded by the City's General Fund. Over the past three years, that's a total of \$23,000 to \$25,800 annually. This cost is incurred by Measure O and is thus proposed to be paid by Measure O going forward. City staff propose an ongoing annual allocation of \$28,000 in Measure O funds to cover the costs of printing and mailing the Measure O Annual Report, which amount would cover any increases in costs over the next several years. This will be a total of eight years of printing beginning FY2023-24 through FY2030-31 (reports covering audited financials of FY21-22 through FY 28-29) for a grand total of \$224,000. Staff is reporting using audited financials, which run nearly two years behind.

2. Radio Infrastructure (one time). Oxnard's existing radio communications system does not meet the needs of the Police Department. There is a growing number of locations in which radio communications between field resources and the Police Department's Emergency Communications Center have become "dead spots." In these locations, radio communications are ineffective, which poses a safety threat to public safety personnel who may be attempting to broadcast critical information or request backup in hazardous situations. The bulk of this \$4 million project is being funded by ARPA, and a previous phase of the project received \$1 million from Measure O, leaving a one-time expenditure of \$952,720 to complete the project.

3. Safe Homes Safe Families (ongoing). Funding currently provides for the salaries of one code compliance inspector, one administrative technician, and support from the City Attorney's Office to operate the Safe Homes Safe Families program. No new funding is requested; however, staff is requesting use of the existing funding and assigned staff to provide support for additional specialized programs and projects such as Food Vendors, Short Term Rentals, Homeless Encampment Support, Rent Stabilization and Just Cause evictions and activities related to the December 21, 2023, severe storm event and flooding. At the Measure O Citizen Oversight Committee meeting held on January 25, 2024, the Committee recommended that cannabis permits not be included as part of the expanded scope. Staff further proposes a rename of the program to "Safe Homes Safe Families and Specialized Program Support." The program focuses resources and efforts on existing code compliance cases and will include education, outreach, conducting research, meetings with affected parties, inspections, and enforcement of City codes (excluding cannabis permits).

These three project requests are all vital to the City and needed urgently. There are several other identified needs in the City that have a slightly more forgiving timeline, such as a dispatch communications patch between Fire and Police, a Hazardous Chemical Detector for the Fire Department, and repairs to the PACC Youth Center flooring due to sprinkler system damage. Those requests will be brought to the Measure O Citizen Oversight Committee in April for consideration, and if approved may progress to City Council for consideration as part of the City's annual budget adoption.

Measure O's ending fund balance (unassigned reserve) at June 30, 2023, was \$17.5 million. The projected ending fund balance at June 30, 2024, is \$21.1 million.

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.

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 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

If approved, the two new projects will total \$1,176,720 in Measure O funds combined (including all years of ongoing operations); \$980,720 will be appropriated in Fiscal Year 2023-24. The estimated spending plan by fiscal year is as follows:

	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	TOTAL
Measure O Annual Report Printing	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$224,000.00
Radio Infrastructure	\$279,000.00	\$372,219.00	\$150,750.00	\$150,751.00	\$-	\$-	\$-	\$-	\$952,720.00
									\$1,176,720.00

This differs from the total presented to the Measure O Citizen Oversight Committee on January 25, 2024; the cumulative total amount presented to the committee was \$1,204,720. This was a typo that accidentally included one extra year of printing costs; \$1,176,720 is the correct total amount for the two new projects combined.

Revenue collection ends for Measure O when the sales tax sunsets in November 2028. However, revenue will continue to be used until FY2031 for annual report printing. This is because annual reports rely on audited numbers; this means they are published roughly two years after the end of the fiscal year being reported on. The project will continue after the sales tax sunsets in 2028 until the final annual report is published in FY2031.

COMMITTEE OUTCOME

The Measure O Committee approved 8-0 on January 25, 2024, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Annie Jensen, Project Manager

ATTACHMENTS

1. Presentation

Approval of One New Ongoing Measure O Project; One New Measure O One-Time Project; and a Scope Expansion (without Funding Change) to One Existing Measure O Project

Presentation to the City Council
February 20, 2024

Presented by:
Annie Jensen, Project Manager

That the City Council:

1. Approve ongoing funding of \$28,000 (annually) for Annual Report Printing;
2. Approve one-time funding of \$952,720 for Radio Infrastructure;
3. Authorize a budget appropriation in FY 23-24 in the total amount of \$980,720 for the projects in 1 and 2 above, from the Measure O (104) fund balance (as well as the corresponding Capital Outlay Fund 301) transfer in and appropriation related to the Radio Infrastructure project; and
4. Approve a scope expansion for the existing Safe Homes Safe Families Project

- Eight years of printing required by Measure O ordinance
 - Printing uses audited financials and runs roughly two years behind
- \$28,000 per year
- Total: \$224,000

- There is a growing number of locations that are “dead spots” where the Police Department’s radio communications are ineffective
- Primarily funded by ARPA
- Remaining balance of \$952,720 needed from Measure O to complete the upgrade

- Expand scope for funding and staff under Safe Homes Safe Families project to provide support for additional specialized programs
- Change project title to “Safe Homes Safe Families and Specialized Program Support” to reflect scope expansion
- No additional funding needed for scope expansion

- These three requests total \$1,176,720 (this includes all years of ongoing operations for the annual report printing)
- Projected ending fund balance for Measure O is \$21.1 million on 6/30/24



QUESTIONS