

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



AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
April 9, 2024
Regular Meeting - 5:00 to 6:30 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 814 9886 5767
3. Passcode: 242845

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

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

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

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

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

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

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the March 26, 2024, regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Information Technology Department

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

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Fourth Amendment to Software License Agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of \$327,800 for FY24-25 with a new not-to-exceed total agreement amount of \$2,398,781 for information technology software and services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/H8wjB2Jqgwo>

Contact: Robert Ruben, (805)385-7554

2. Finance Department

SUBJECT: Amendment to External Auditor Agreement for Annual Auditing Services. (10 minutes)

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

Council approve and authorize the Mayor to execute the Second Amendment to Agreement A-8223 with Eadie + Payne, LLP, to increase the amount by \$62,700, for a total amended not-to-exceed amount over 5 years of \$1,157,800 for FY 2022-23 and FY 2023-24 Annual Comprehensive Financial Reporting (ACFR)/Single-Audit/Ancillary Assistance.

(Presentation will be live upon consultant's request).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/urTgw1psOwM>

Contact: Javier Chagoyen-Lazaro, (805) 200-5400

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

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

DATE: April 9, 2024
TO: Finance & Governance Committee
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Finance & Governance Committee approve the minutes of the March 26, 2024, regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 03 26 2024 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
March 26, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

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

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Jim Lavery (Annual Financial Report).

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the March 12, 2024 regular meeting as presented.

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

D. REPORTS

1. City Manager Department

SUBJECT: ERP Annual Report and Seventh Amendment to Agreement with Kreative Core Technologies.

RECOMMENDATION: That the Finance and Governance Committee:

1. Recommend that the City Council approve and authorize the Mayor to execute a Seventh Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$5,300,000 for a new not to exceed contract amount of \$10,020,000, and to extend the term for a year to December 31, 2025, for project management services related to the discovery, documentation, implementation, stabilization and ongoing IT support for all phases of the City's multi-year enterprise resource planning (ERP) implementation, as well

as some additional IT projects non-ERP projects;

2. Recommend that the City Council Approve \$200,000 of new Transfer Out Appropriations in the General Fund (101) and corresponding Transfer In Revenues in the Capital Outlay Fund (301) in regard to additional ERP related costs anticipated in Fiscal Year 2023-24; and

3. Receive and file the ERP system annual report.

Shiri Klima, Deputy City Manager presented and answered the Committees questions. No public comments were received. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 5:23 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Chair



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: April 9, 2024

TO: Finance & Governance Committee

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

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

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council approve and authorize the Mayor to execute a Fourth Amendment to Software License Agreement A-8011 with Superior LLC, a CentralSquare Company, in the amount of \$327,800 for FY24-25 with a new not-to-exceed total agreement amount of \$2,398,781 for information technology software and services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/H8wjB2Jggwo>

BACKGROUND

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

CentralSquare also provides additional systems and services to the City. For example, the Click2Gov module is used to modernize the functionality of business licensing and permits to provide better service to residents and businesses. Systems such as Cognos and Analytics NOW are used by the Finance Department to aid in financial report creation and management. The Police Department uses the CryWolf system to track burglar alarms throughout the City. Additionally, in support of the Tyler ERP implementation, programming and consulting services from CentralSquare are needed in support of gap analysis, process mapping and data conversion and migration.

For FY24-25, the following table outlines expected costs for the vendor's services:

TABLE - CentralSquare Estimated Costs, FY 24-25

Description	FY 24-25 Estimated Cost
HTE/Naviline ERP license and support	\$230,000
Click2Gov for licensing, permitting, employee self service	\$28,000
Various third party systems including CryWolf (Police), Public Administrator (Utilities), Cognos (Finance)	\$40,000
Programming and consulting services	\$0 **
Contingency (10%)	\$29,800
Total	\$327,800

** Data conversion and migration from HTE to the Tyler ERP system are expected to continue. However prior amounts authorized by Council have not been exhausted to date and thus staff is not requesting additional amounts for authorization at this time.

A 10% contingency is included for unforeseen remediation or emergency needs, anticipated annual increases for third party software renewals, and flexible capacity to support City departments and CentralSquare's business requirements through June 30, 2025.

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

The costs for the software and services provided by the vendor will be included in the IT Department's recommended FY 2024-25 budget.

For Finance Use Only: Information Technology Fund (Org. 7311801 Obj 53001 - Software & 53200 - Services)

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. A-8011 - Superion CentralSquare Agreement
2. A-8011 - Superion CentralSquare First Amendment
3. A-8011 - Superion CentralSquare Second Amendment
4. A-8011 - Superion CentralSquare Third Amendment
5. A-8011 - Superion CentralSquare Fourth Amendment
6. Presentation

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

Superion, LLC
a Florida Limited Liability Corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("Superion")

AND

City of Oxnard
300 West Third Street
Oxnard, CA 93030

(for purposes of this Agreement, "Customer")

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

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

1. **Definitions.**

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

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Superion's warranty services and Superion's

Maintenance Program, but without any other modification whatsoever.

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

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

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

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

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

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

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

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

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

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

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

"Software Supplement" means, with respect to a Component System, the addendum provided as part of the exhibits that

contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

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

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

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

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

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

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

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The

hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

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

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

2. Services.

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

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

3. Payment and Taxes.

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

for that Baseline Component System/Custom Modification.

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

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

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

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

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

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

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

the public records exception continues to be met.- However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

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

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

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

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

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

13. LIMITATIONS OF LIABILITY.

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

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER

BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUPERION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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

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

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

CUSTOMER

Tim Flynn 10/3/17
Tim Flynn, Mayor Date

SUPERIOR

DocuSigned by:
[Signature] 9/7/2017
Tom Amburgey, VP & General Manager Date
Lisa Neumann 9/7/17
Lisa Neumann Controller Date

ATTEST:

[Signature] 9/4/17
Michelle Ascencion, City Clerk Date
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

[Signature] For 9/11/17
Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

[Signature] 9/7/17
Raja Bamrungpong, Date
Project Manager (required
for any agreement amount)

[Signature] 9/11/17
Keith Brooks, Date
Department Head

APPROVED AS TO AMOUNT:

[Signature] 4 Oct 2017
Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

[Signature] 9/26/17
Mike More, Risk Manager (required Date
for any agreement amount)

The City requires the following for any contract:

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

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

PLEASE DO NOT REMOVE THIS BOX

EXHIBIT 1

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

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

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

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

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

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

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

|

EXHIBIT 2
Maintenance Standards

- I. **Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").
- II. **Targeted Response Times.** With respect to Superior's Maintenance obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior's Component Systems are not performing a process that has caused a complete work stoppage.	Superior has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superior has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning Superior's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superior has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superior has a stated goal to respond within 24 hours of the issue being reported.	

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

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

1. **Term:** Initial Term of this Agreement begins July 1, 2017 and expires twenty-four (24) months from the date the initial Monthly Administration Fee is due under this exhibit. However, for purposes of making all payments due for recovery services, this Agreement will be retroactive with a beginning date of April 1, 2017.
2. **Services Groups:** Monthly Administration Fees, Declaration Fee and Additional Fees
 - a. **Start-Up Fee:** Includes all fees required to initiate these service, excluding any Travel and Living Expenses that may be incurred.
 - b. **Monthly Administration Fee:** Fees paid to maintain service availability for term of this contract.
 - c. **Declaration Fee:** A fee of Three Thousand Five Hundred Dollars and 00/100 (\$3,500) is due upon the declaration of a disaster/emergency situation by a designated client representative. The Initial Use period following a declaration is up to thirty (30) days per declaration.
 - d. **Additional Fees:** Additional fees are those that are available to the client but are not required as a function of providing the recovery service.
 - e. **Additional Usage Fee:** After the Initial Use period there will be a Five Hundred Dollar and 00/100 (\$500.00) per day fee.

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

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

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

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

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

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

4. Other issues:

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

SUPERION TRANSACTION MANAGER

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

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

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

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

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

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

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

FIRST AMENDMENT TO SOFTWARE LICENSE AGREEMENT

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

RECITALS

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

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

NOW Therefore City and Vendor agree as follows:

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

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

CITY OF OXNARD

Central Square Technologies, LLC

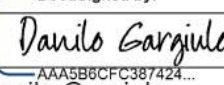
DocuSigned by: <u>Alexander Nguyen</u> Alexander Nguyen, City Manager 47AD98734EB14C2...	4/22/2020 10:28 AM PDT Date	See next page Todd Dooley, CFO Date
		See next page Danilo Garguilo, Sr. VP Business Transformation & Strategy Date

APPROVED AS TO FORM:

DocuSigned by: <u>Jason Karagouza</u> Stephen M. Fischer, City Attorney 38EAC638E5E3449...	4/21/2020 1:48 PM PDT Date
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EXHIBIT A

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

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

1. **SOLUTION: CentralSquare NAVILINE ASP identified in Exhibit A-1.**
2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a CentralSquare approved remote access client so that CentralSquare can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for CentralSquare staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, CentralSquare may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.
3. **DOCUMENTATION:** CentralSquare's standard user manuals for the Solution listed above.
4. **INITIAL TERM:** Thirty-Six (36) months commencing on the first of the month following Execution of this Agreement.
5. **RENEWAL RIGHTS:** Upon expiration of the Initial Term set forth on Exhibit A-1 shall automatically renew for successive one (1) year Renewal Terms at the then-current rates. Either party may elect to not enter into a Renewal Term by providing the other party with written notice at least one hundred and twenty (120) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be.
6. **FEES**
 - A. **ANNUAL ACCESS FEES:** SEE Exhibit A-1

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

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

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

8. **PAYMENT TERMS:**

- a. The Annual Access Fee is due the first of the month following Execution and annually thereafter on the anniversary date thereof.
- b. Customer to pay System Recovery past due fees of thirteen thousand six hundred forty dollars and seventy one cents (\$13,640.71) shall be due upon execution of this Agreement.
- c. End Billing with Continued Support. Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit A-1. CentralSquare shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.
Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Access Fee. The unused portion of paid Maintenance will consist of the amount unused as of Execution Date.
- d. Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the CentralSquare Corporate Travel Expense Guidelines attached hereto as Exhibit A-2.

9. **ADDRESSES**

- a. **CUSTOMER ADDRESS FOR INVOICES:** 300 West 3rd Street, Ste. 202, Oxnard, CA 93030
- b. **CUSTOMER ADDRESS FOR NOTICES:** 300 West 3rd Street, Ste. 202, Oxnard, CA 93030
- c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 300 West 3rd Street, Ste. 202, Oxnard, CA 93030
- d. **CENTRALSQUARE'S ADDRESS FOR NOTICES:**
CentralSquare Technologies, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. **OTHER TERMS:**

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

- b. CentralSquare shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by CentralSquare for the upgrade of any customizations to the Solution made by CentralSquare at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.
- c. As and when Customer is required to upgrade to a new release, CentralSquare shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to CentralSquare any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by CentralSquare. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors were reported and the date that CentralSquare has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.
- d. **Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the CentralSquare Systems Change Request (SCR) form which will be prepared for the Customer by the CentralSquare Conversion Team Manager. There will be a Two Hundred Fifty dollar (\$250.00) non-refundable Access Fee for preparation of each SCR requested by the Customer. CentralSquare will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable Access Fee. The final fifty percent (50%) payment is due upon completion. Data must be given to CentralSquare in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Order are attached for Customer signature and return to CentralSquare along with this Order.
- e. If after the expiration of the term of this Order Customer converts to a different vendor's applications, CentralSquare will provide, upon payment of CentralSquare's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in CentralSquare's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, CentralSquare shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by CentralSquare for such services.

11. Consent to Assignment

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

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

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

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

- 1) The main body of this Agreement and any associated amendments or change orders.
- 2) Purchase Orders placed with CentralSquare in accordance with this Agreement.

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

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

For Customer: City of Oxnard
300 W. 3rd Street, Suite 202
Oxnard, CA 93030

For CentralSquare: CentralSquare Technologies LLC
Attn: Legal & Contracts Department
1000 Business Center Drive
Lake Mary, FL 32746

12. OTHER TERMS APPLICABLE TO THIS ORDER:

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

EXHIBIT A-1 – ACCESS FEES**A. ACCESS FEES – INITIAL TERM**

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

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

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

B. Annual Access Fees

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



EXHIBIT A-2

Support Standards

1. Service Level Commitments

1.1. Overall System Availability.

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

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

1.1.2.1. mutually agreed upon by CentralSquare and the Customer.

1.1.2.2. paid, installed and maintained by the Customer.

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

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

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

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

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

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

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

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

2. Server Performance & Capacity.

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

2.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and

subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

3. System Maintenance.

- 3.1. CentralSquare Solutions maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.
- 3.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.
- 3.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

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

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

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

5. **Disaster Recovery.** CentralSquare provides disaster recovery services for CentralSquare Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.
6. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:
- 6.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the CentralSquare Solutions.
- 6.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.
- 6.3. material changes made to the usage of the CentralSquare Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer

or its subcontractors, of communications links necessary to the proper performance of the CentralSquare Solutions.

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

6.5. a documented Defect.

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

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

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

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

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

10. Responsibility Summary Matrix.

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

Security		
Intrusion and Penetration Testing	X	

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

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

Customer: _____

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

16. Telephone Support & Support Portal

- 16.1. Hours.** CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the CentralSquare Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases.** Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the CentralSquare Solutions shall be furnished by means of new Releases of the CentralSquare Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number.** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT A-3**CENTRALSQUARE TRAVEL EXPENSE GUIDELINES**

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

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

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

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

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

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

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

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

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

TRANSACTION MANAGER SUPPLEMENT

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

- i. Eight point five cents (\$0.085) for each transaction processed by the Transaction Manager during the prior month;
- or
- ii. Five point five cents (\$0.055) for each transaction processed by the Transaction Manager during the prior month provided that Customer utilizes a CentralSquare approved payment partner for that transaction's related merchant services;
- or
- iii. One hundred Fifty dollars (\$150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars (\$150.00).

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

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

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

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

Rights of Cancellation - Subscription / Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, CentralSquare reserves the right to cancel any subscription / transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription / transaction based service(s) for convenience by providing ninety (90) days prior written notice to CentralSquare of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription / transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of CentralSquare's then-current

reconnect fee plus any subscription / transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Component Systems" means any of the software provided to CentralSquare by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit A-1.
2. Ownership. Cognos owns the Cognos Component Systems.
3. Restrictions on Use of Cognos Component Systems. Customer's use of the Cognos Component System(s) is subject to the following additional terms and conditions:
 - (a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the CentralSquare Licensed Software.
 - (b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by CentralSquare under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer;
 - (c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer's use of the Cognos Component System(s) or related materials;
 - (d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;
 - (e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit A-1; and
 - (f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit A-1. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the software applications system(s) set forth in Exhibit A-1.
 - (g) In lieu of the warranty provided in Section 7 of the Agreement, Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.

SECOND AMENDMENT TO SOFTWARE LICENSE AGREEMENT

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

RECITALS

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

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

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

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

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

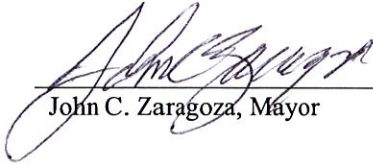
NOW Therefore City and Vendor agree as follows:

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



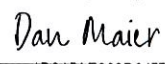
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

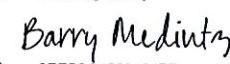


John C. Zaragoza, Mayor 6-21-22
Date

CENTRAL SQUARE TECHNOLOGIES LLC

DocuSigned by:


Dan Maier, CRO 5/26/2022
Date

DocuSigned by:


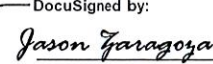
Barry Medintz, General Counsel 5/26/2022
Date

ATTEST:



Rose Chaparro, City Clerk 6/21/22
Date

APPROVED AS TO FORM:

DocuSigned by:


Stephen M. Fischer, City Attorney 5/25/2022 | 8:09 AM PDT
Date

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

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

Agreement No. A-8011

THIRD AMENDMENT TO SOFTWARE LICENSE AGREEMENT

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

RECITALS

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

NOW Therefore City and Vendor agree as follows:

1. Exhibit C is added to this Agreement, and is incorporated herein by this reference.
2. The total value of the Agreement for Agreement A-8011 shall not exceed \$2,070,981.
3. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

COUNCIL APPROVED
6/29/23 m.5
DATE

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

CITY OF OXNARD

CENTRAL SQUARE TECHNOLOGIES LLC


John C. Zaragoza, Mayor Date

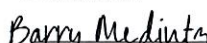
DocuSigned by:



6/13/2023 | 10:09 AM PDT

Ron Anderson, Chief Sales Officer Date

DocuSigned by:



6/15/2023 | 3:30 PM PDT

Barry Medintz, General Counsel Date

ATTEST:


Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:



6/19/2023 | 2:41 PM PDT

Stephen M. Fischer, City Attorney

Date

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

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

FOURTH AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This Fourth Amendment (“Amendment”) to the Software License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 13th day of March 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Superion, LLC, a CentralSquare Company (“CentralSquare”, “Superion” or “Vendor”). This Fourth Amendment amends the Third Amendment to the Software License Agreement entered into on May 24, 2023, which itself amended the Second Amendment to the Software License Agreement entered into on May 24, 2022, which itself amended the First Amendment entered into on April 22, 2020. The First Amendment amended the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Vendor continues to provide City with access to the HTE/Naviline ERP system under the Agreement for the period ending June 30, 2025.

NOW Therefore City and Vendor agree as follows:

1. Exhibit D is added to this Agreement, and is incorporated herein by this reference.
2. The total value of the Agreement for Agreement A-8011 shall not exceed \$2,398,781.
3. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD

CENTRAL SQUARE TECHNOLOGIES LLC

John C. Zaragoza, Mayor Date

Ron Anderson, Chief Sales Officer Date

Barry Medintz, General Counsel Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

EXHIBIT D

CentralSquare Estimated Costs, 7/1/2024 through 6/30/2025

Description	FY 24-25 Expected Cost
HTE/Naviline ERP license and support	\$230,000
Click2Gov for licensing, permitting, employee self service	\$28,000
Various third party systems including CryWolf (Police), Public Administrator (Utilities), Cognos (Finance)	\$40,000
Contingency (10%)	\$29,800
Total	\$327,800

Fourth Amendment to Agreement A-8011 with Superior LLC, a Central Square Company

Finance & Governance Committee

April 9, 2024

Rob Ruben, Chief Information Officer

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Fourth Amendment to Software License Agreement A-8011 with Superior LLC, a CentralSquare Company, in the amount of \$327,800 for FY24-25 with a new not-to-exceed total agreement amount of \$2,398,781 for information technology software and services.

- The City began using the HTE ERP system in 1988 with functional additions made in 1992 and 1998
- In October of 2019, Council approved adoption of a new ERP system to replace the aging HTE system
- In April of 2020, City Manager authorized the HTE system to be hosted in the cloud in order to ensure security and reliability with an agreement extending through June 2023
- City and Vendor now work with an annual agreement in order to provide flexibility in features and services stemming from the planned phase-out of HTE

- Annual maintenance cost for HTE and related services is approximately \$260,000 per year
- This cost includes license and maintenance of HTE, Naviline, disaster recovery services as well as systems for licensing, permitting and employee self-service
- Tyler ERP implementation continues to require additional technology solutions and programming needs from the vendor
- As the Tyler ERP modules are expanded, vendor will provide data conversion and migration services from HTE in order to ensure a strong infrastructure upon which the entire ERP system is founded

- Annual expenditures with vendor are expected to cost up to \$477,800 during FY24-25

Description	Estimated Annual Cost
HTE/Naviline ERP license and support	\$230,000
Click2Gov for licensing, permitting, employee self service	\$28,000
Systems used by PD, Utilities and Finance	\$40,000
Programming and consulting services	\$150,000 *
Contingency (10%)	\$29,800

* Note that staff is not requesting any further authorization for programming and consulting expenditures. Prior amounts authorized by Council have not been exhausted to date. The amount of \$150,000 is being shown to indicate total possible expenditures with the vendor throughout the fiscal year

- The costs for the software and services provided by the vendor will be included in the IT Department's recommended FY 2024-25 budget. Expenditures specific to other departments (such as Finance, Police or Public Works) will be paid through those specific department budgets.

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Fourth Amendment to Software License Agreement A-8011 with Superior LLC, a CentralSquare Company, in the amount of \$327,800 for FY24-25 with a new not-to-exceed total agreement amount of \$2,398,781 for information technology software and services.



QUESTIONS



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: April 9, 2024

TO: Finance & Governance Committee

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400,
javier.chagoyenlazaro@oxnard.org

SUBJECT: Amendment to External Auditor Agreement for Annual Auditing Services. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute the Second Amendment to Agreement A-8223 with Eadie + Payne, LLP, to increase the amount by \$62,700, for a total amended not-to-exceed amount over 5 years of \$1,157,800 for FY 2022-23 and FY 2023-24 Annual Comprehensive Financial Reporting (ACFR)/Single-Audit/Ancillary Assistance.

(Presentation will be live upon consultant's request).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/urTgw1psOwM>

BACKGROUND

Following a request for proposals process, in May 2020, the City executed contract A-8223 with the external audit firm Eadie + Payne, LLP (E+P) to conduct the City of Oxnard's annual and single audits for five fiscal years from FY 2019-2020 through FY 2023-2024. During the field audit of FY2022/23, the contract was amended by \$20,000 for a total not to exceed of \$1,095,100.

DISCUSSION

As required by the Single Audit Act, agencies with federal awards greater than \$750,000 must conduct single audits by independent external auditors and comply with federal program requirements for major programs identified. In the assessment of the major federal programs to be audited the FY2022/23, the auditor has selected five major programs, compared to one to two programs audited in prior years, to be audited for compliance with federal program requirements. This is primarily due to the American Rescue Plan Act (ARPA) funds the City has received.

This second amendment is requesting an additional \$32,700 for single audit services for the fiscal year audit ending June 30, 2023, and up to \$30,000 of single audit contingency for fiscal year ending June 30, 2024. The recommended amendment will amend the FY2022/23 amount from \$236,100 to \$268,800 and amend the FY2023/24 amount from \$221,700 to \$251,700, for a not to exceed amount of \$1,157,800 over the five year term of the contract. FY 2022/23 is the fourth year of the City's auditing contract with E+P of a five-year agreement to provide audit services to the City.

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 sufficient FY2023-24 budget in Finance operational contract to fund for the proposed amendment.

Prepared by: Beth Vo, Assistant Chief Financial Officer

ATTACHMENTS

1. Agreement A-8223
2. First Amendment A-8223
3. Second Amendment A-8223
4. Presentation

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: May 19th, 2020.
- (2) Consultant: Eadie and Payne
- (3) Services: Professional Audit Services
- (4) Schedule of Services:
 - The period of performance anticipated for this agreement is for financial audits and Single Audits for each of the five fiscal years from FY 2019-20 through FY 2023-24.
- (5) Agreement Ending Date: June 30, 2025.
- (6) Total Agreement Amount: \$1,075,100.00
- (7) City's Project Manager: Kevin Riper Chief Financial Officer
- (8) Consultant's Project Manager: Hong Nguyen Client Service Executive
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

FOR CONSULTANT:

3880 Lemon St. Ste 300
Riverside, CA 92501

FOR CITY:

300 W Third Street.
Oxnard, CA 93030
- (11) Contact Emails:

CONSULTANT'S PROJECT

Hong Nguyen
hnguyen@eadiepaynellp.com

CITY'S PROJECT MANAGER:
MANAGER:

Kevin Riper
kevin.riper@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:



- ☐ Scope of Services Exhibit
- ☐ Rates and Costs Exhibit
- ☐ Insurance Exhibit (INS- B)

Table of Contents

For

Professional Audit Services Agreement

- Pg.1-2 - Cover Page
- Pg.3-9- Terms and Conditions
- Pg.11- Signature Page
- Scope of Service Exhibit
- Rates and Costs Exhibit
- Insurance Exhibit
- Eadie and Paynes Request For Proposal Response

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 the 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, the City shall not be responsible for expenses incurred by the Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to the 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.

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 the 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 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 the 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, with the exception of audit workpapers (“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 with the exception of information contained in audit workpapers, 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. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control, with the exception of information contained in audit workpapers, and certify such destruction to City in a writing signed by an authorized representative.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

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

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

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

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

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

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

- ☒ Tim Flynn, Mayor
- ☐ Alexander Nguyen, City Manager
- ☐ Dan Willhite, Purchasing Manager
- ☐ Jose Chavez, Purchasing Agent

ATTEST:

Michelle Ascension, City
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Eadie and Payne

_____	Date
Name, Title	
<u>Tim Flynn</u>	<u>5/19/20</u> Date
_____	Date
_____	Date
_____	Date

Michelle Ascension Date 5/19/20
_____ Date

[Signature] Date 5/18/2020

SCOPE OF SERVICES EXHIBIT

- Please refer to Eadie and Payne response to the RFP for a detailed description of the scope of services attached in **Tab D of Eadie and Paynes Request for Proposal Response.**

RATES AND COSTS EXHIBIT

Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.

SERVICE PROPOSAL

Title	Per hour Cost	Title	Per hour Cost
Partner	\$ 280	Supervisor	\$ 175
Director	\$ 250	Senior	\$150
Manager	\$ 200	Staff	\$ 125

City Audit and Related Reports	2019/20	2020/21	2021/22	2022/23	2023/24
State Controller Reports: 1) Cities Financial Transactions Report 2) Special Districts Financial Transactions Report City of Oxnard Financing Authority 3) Annual Street Report	\$11,700	\$11,700	\$12,100	\$12,100	\$12,500
Single Audit Report	\$16,800	\$16,800	\$17,300	\$17,300	\$17,800
CAFR audit	\$157,500	\$157,500	\$161,300	\$161,300	\$165,200
CAFR preparation	\$19,600	\$19,600	\$20,200	\$20,200	\$20,800
Measure O Report	\$5,000	\$5,000	\$5,200	\$5,200	\$5,400
Total for Fiscal Year (not-to-exceed)	\$210,600	\$210,600	\$216,100	\$216,100	\$221,700

INSURANCE EXHIBIT

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (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 by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM-DD-YY)

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

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY CLAIM, SETTLEMENT, 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 EACH POLICY. 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 (S) COMMERCIAL GENERAL LIABILITY (S) CLAIMS MADE / OCCURENCE (S) OWNERS & CONTRACTORS PAID				GENERAL AGGREGATE \$1,000,000 PRODUCTS-COMMOD AGG \$1,000,000 PERSONAL & ADVERTISING \$1,000,000 SALVAGE OR RESTITUTE \$1,000,000 THEFT DAMAGE (Any one fire) \$ WILDFIRE (Any one person) \$
A	AUTOMOBILE LIABILITY (S) ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS LEASED 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				EXCESS OR RESTITUTE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY LIMITS PER ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATING LOCATIONS VEHICLES AND EQUIPMENT COVERED

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 CANCELLED BEFORE THE EXPIRATION DATE, THE FIRST, THE ISSUING COMPANY WILL BE RESPONSIBLE FOR 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. NAME TO THE LEFT WILL BE RESPONSIBLE TO FILE WITHIN 5 DAYS AFTER RECEIVING NOTICE OF CANCELLATION WITH THE CERTIFICATE HOLDER.
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SUBMIT IN DUPLICATE			
GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			ENDORSEMENT NO.
			ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits		
NAMED INSURED	Deductible Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. Per Occurrence Per Claim (which)		
TYPE OF INSURANCE	APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY COMPREHENSIVE GENERAL LIABILITY OWNERS & CONTRACTORS PROTECTIVE	Claims Made Retroactive Date Occurrence	OTHER PROVISIONS	
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

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

Broker/Agent

Underwriter

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

Signature

(original signature required)

Telephone: ()

Date Signed

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits		
NAMED INSURED	Deductible Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. Per Occurrence Per Claim (which)		
APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE		OTHER PROVISIONS	
COMMERCIAL AUTO POLICY BUSINESS AUTO POLICY OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name:	
\$ per accident, for bodily injury and property damage.		Address: Telephone: { }	

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).
 Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
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

Eadie and Paynes Request for Proposal Response

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of December, 2023 by and between the City of Oxnard, a municipal corporation ("City"), and Eadie + Payne, LLP. ("Consultant"). This First Amendment amends the Agreement entered into on May 19, 2020, by City and Consultant.

City and Consultant agree as follows:

1. Section 6 of the Cover Page of the Agreement is amended as follows:
 - a) The figure "\$1,075,100.00" is replaced by the figure "\$1,095,100.00"
2. The "Rates and Costs Exhibit" attached to the Agreement is amended to include the Additional Fees Exhibit. The Additional Fees Exhibit is attached hereto and incorporated herein by this reference into the Agreement.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

EADIE + PAYNE, LLP

 1-2-24
John C. Zaragoza, Mayor Date

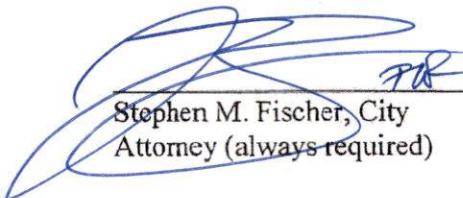
EC Casareno 12/13/23
Eden C. Casareno, Partner Date

Frank M. Zabaleta 12/13/2023
Frank Zabaleta, Managing Partner Date

ATTEST:

R. Chaparro 1/2/24
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 FR 12/18/23
Stephen M. Fischer, City Date
Attorney (always required)

ADDITIONAL FEES EXHIBIT

Additional fees for audit services for the fiscal year audit ending in June 30, 2023

Item No.	FY 2022/23	
	Description	Requested Additional Fee
1	Testing of additional IT general controls implemented in Tyler Munis	3,505
2	Understanding the new accounting system	2,445
3	Additional testing of internal controls due to change in accounting system <i>(such as payroll, cash, and contracts)</i>	4,995
4	Testing of transfer of H.T.E. FY2022 ending balances loaded to Munis	1,240
5	Time spent on importing new trial balance, grouping new accounts, and mapping new funds	7,815
	Total	20,000

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment (“Second Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 16 day of April, 2024 by and between the City of Oxnard, a municipal corporation (“City”), and Eadie + Payne, LLP. (“Consultant”). This Second Amendment amends the Agreement entered into on May 19, 2020, by City and Consultant.

City and Consultant agree as follows:

1. Section 6 of the Cover Page Agreement is amended as follows:
 - a) The figure “\$1,095,100” is replaced by the figure “\$1,157,800”
2. The “Rates and Costs Exhibit” is amended to include the Additional Fees Exhibit. The Additional Fees Exhibit is attached hereto and incorporated herein by this reference into the agreement.
3. The Parties agree that this Agreement may be transmitted and signed electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and Civil Code Section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

EADIE + PAYNE, LLP

John Zaragoza, Mayor

Date

Eden Casareno, Partner

Date

ATTEST:

Rose Chaparro, City Clerk
(only if Mayor signs)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City
Attorney (always required)

Date

ADDITIONAL FEES EXHIBIT

Additional fees for audit services for the fiscal year audit ending in June 30, 2023 and June 30, 2024

		FY 2022/23	FY 2023/24	
Item No.	Description	Requested Additional Fee	Requested Additional Fee	
1	Single Audit (5 selected major programs)	32,700	30,000*	
	Total	32,700	30,000	62,700

- Use of single audit contingency fee of \$10,000 per. major federal program, after first two major programs, will require CFO approval prior to commencement of work.

AMENDMENT TO EXTERNAL AUDITOR AGREEMENT FOR ANNUAL AUDITING SERVICES

Presentation to Finance and Governance Committee

April 9, 2024

Presented By:

Cesar Perfecto, Controller

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute the Second Amendment to Agreement A-8223 with Eadie + Payne, LLP, to increase the amount by \$62,700, for a total amended not-to-exceed amount over 5 years of \$1,157,800 for FY 2022-23 and FY 2023-24 Annual Comprehensive Financial Reporting (ACFR)/Single-Audit/Ancillary Assistance.

In May 2020, City entered into a contract A-8223 with the external audit firm Eadie + Payne, LLP (E+P) to conduct the City of Oxnard's annual and Single audits for five fiscal years from FY 2019-2020 through FY 2023-2024.

- In January 2024, the City executed the First Amendment to Agreement A-8223 with Eadie + Payne, LLP to cover additional field work and testing needed to gain reasonable assurance of the newly implemented financial module of the Enterprise Resource Planning (ERP) System and FY2023 financial statements.

- The first amendment increased the FY2022/23 audit amount by \$20,000, from \$216,100 to \$236,100, for a total amended not-to-exceed amount over 5 years of \$1,095,100

Additional programs audited

- The auditing firm, Eadie & Payne, is requesting for an additional \$32,700 to be added to fiscal year 2022/23 audit amount from \$236,100 to \$268,800, and \$30,000 be added as single audit contingency for fiscal year 2023/24 for each federal major program selected after the first two major programs.

- The additional amount will amend the FY2022/23 amount from \$236,100 to \$268,800 and FY2023/24 amount from \$221,700 to \$251,700, for a not to exceed amount of \$1,157,800 over the five year term of the contract.

- This is primarily due to the City's receipt of ARPA funds.

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute the Second Amendment to Agreement A-8223 with Eadie + Payne, LLP, to increase the amount by \$62,700, for a total amended not-to-exceed amount over 5 years of \$1,157,800 for Annual Comprehensive Financial Reporting (ACFR)/Single-Audit/Ancillary Assistance.



QUESTIONS

