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AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
June 11, 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: 870 6399 9118
3. Passcode: 917075

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 May 28, 2024 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Fire Department

SUBJECT: Fire Department Fiscal Year 23-24 Transfer of Budget Appropriations. (15 minutes)

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

1. Authorize a transfer of existing budget appropriations in the amount of \$15,389 within the Fleet Replacement Fund (742), and the corresponding Capital Outlay Fund (301) transfer in / appropriation in the same amount, to cover the cost of a paramedic vehicle that exceeds the ARPA funds allocated to the project. (Project C2256)
2. Authorize a transfer of existing budget appropriations in the amount of \$10,104 within the General Fund (101), and the corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount, to cover the cost of LUCAS Chest Compression Devices that exceed the available grant funds for the project. (Project C2412)
3. Ratify the FY19 Assistance to Firefighters Grant (AFG) Hazmat Training Grant from \$150,040 to \$217,941, authorizing an increase in the City match - Federal Grant Fund (200)

by \$6,173 from \$13,640 to \$19,813, funded via available General Fund (101) Fire operating budget. (Project G1904)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/AbsuMmgX1zQ>

Contact: Alexander Hamilton, (805) 385-7700

2. Public Works Department

SUBJECT: Budget Appropriations for Community Facilities District No. 8, Sakioka Farms Business Park for Fiscal Year 2023-24. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve a Fiscal Year 2023-24 budget appropriation to recognize revenues in the amount of \$550,737 and expenses in the amount of \$550,737 for Community Facilities District (CFD) No. 8 Sakioka Farms Business Park Subfund (60803801).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/eK_JtL2oJOU

Contact: Michael Wolfe, (805) 385-8055

3. City Manager Department

SUBJECT: Third Amendment to On-Call Services Contract with Aten Design Group, Inc. for City Website. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment with Aten Design Group, Inc. (Agreement No. 32400027) for on-call services for website strategy, design and development for an increase of \$105,000 for a total contract amount not to exceed \$421,140 and extend the term to June 30, 2026.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/-SrbCvaj_E0

Contact: Alexander Nguyen, (805) 385-7430

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

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

DATE: June 11, 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 May 28, 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 05 28 2024 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
May 28, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:01 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.

Councilmember Basua joined the meeting at 5:07 p.m.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the May 14, 2024 regular meeting as presented.

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

D. REPORTS

1. Public Works Department

SUBJECT: Fiscal Year (FY) 2024-25 Special Tax Levy for Community Facility Districts Numbers 1, 2, 3, 4, 5, 8, 9 and 2000-3.

RECOMMENDATION: That the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 1, 2, 3, 4, 5, 8, 9 and 2000-3:

1. Adopt a resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for Fiscal Year 2024-25;

2. Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for Fiscal Year 2024-25;
3. Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for Fiscal Year 2024-25;
4. Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for Fiscal Year 2024-25;
5. Adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for Fiscal Year 2024-25;
6. Adopt a resolution setting a special tax rate within CFD No. 8 (Sakioka Farms Business Park) for Fiscal Year 2024-25;
7. Adopt a resolution setting a special tax rate within CFD No. 9 (North Shore at Mandalay Bay) for Fiscal Year 2024-25;
8. Adopt a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2024-25; and
9. Authorize the Public Works Director, or designee, to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

Michael Wolfe, Public Works Director and Anthony Miller, Interim Special Districts Manager 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.

2. Public Works Department

SUBJECT: Fiscal Year (FY) 2024-25 Resolution to Levy Assessments in the Waterways Maintenance District.

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council, acting as the legislative body for the Waterways Maintenance District:

1. Hold a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2024-25, and
2. Adopt a resolution to levy the special assessment on property within the Waterways Maintenance District for

Fiscal Year 2024-25.

Anthony Miller, Interim Special Districts Manager 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.

3. Housing Department

SUBJECT: Investment Policy and Guidelines Housing Authority of the City of Oxnard.

RECOMMENDATION: That the Finance and Governance Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard approve a resolution adopting an investment policy and portfolio guidelines for the Housing Authority of the City of Oxnard for FY 2024-2025.

Emilio Ramirez, Housing Director presented and answered the Committees questions. No public comments were received. Discussion ensued among the Committee and staff.

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

4. Housing Department

SUBJECT: Housing Authority Low Rent Public Housing and Housing Choice Voucher Program Section 8 Budgets for Fiscal Year 2024-2025.

RECOMMENDATION: That the Finance and Governance Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving the recommended \$8,042,472 operating budgets for the Low Rent Public Housing Program for Fiscal Year 2024-2025, as presented for each project area, and approve and authorize the use of \$693,999 of unrestricted cash to fund the projected deficit.

2. Adopt a resolution approving the recommended \$34,177,979 operating budget for the Housing Choice Voucher Program Section 8 for Fiscal Year 2024-2025, and approve and authorize the use of \$436,417 of unrestricted cash to fund the projected deficit.

Emilio Ramirez, Housing Director 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 5:29 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Chair



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: June 11, 2024

TO: Finance & Governance Committee

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Fire Department Fiscal Year 23-24 Transfer of Budget Appropriations. (15 minutes)

RECOMMENDATION

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

1. Authorize a transfer of existing budget appropriations in the amount of \$15,389 within the Fleet Replacement Fund (742), and the corresponding Capital Outlay Fund (301) transfer in / appropriation in the same amount, to cover the cost of a paramedic vehicle that exceeds the ARPA funds allocated to the project. (Project C2256)
2. Authorize a transfer of existing budget appropriations in the amount of \$10,104 within the General Fund (101), and the corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount, to cover the cost of LUCAS Chest Compression Devices that exceed the available grant funds for the project. (Project C2412)
3. Ratify the FY19 Assistance to Firefighters Grant (AFG) Hazmat Training Grant from \$150,040 to \$217,941, authorizing an increase in the City match - Federal Grant Fund (200) by \$6,173 from \$13,640 to \$19,813, funded via available General Fund (101) Fire operating budget. (Project G1904)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/AbsuMmgX1zQ>

BACKGROUND

City Council approved the allocation of \$100,000 from ARPA Funds to acquire a paramedic cab and chassis to replace the current squad 66 vehicle. The anticipated total expenditure, including the cost to install a utility body on the chassis, is estimated at \$115,389. The vehicle is estimated to arrive this summer and be delivered to the upfitter for the utility body installation. The estimated cost exceeds the approved ARPA funding available for this project by \$15,389 (Project C2256).

On December 7, 2022, City Council approved the Fire Department to submit a regional grant application submitted by Ventura County Fire Protection District for the purchase of LUCAS chest compression devices. As a sub-recipient, the Oxnard Fire Department was awarded \$145,320 for the purchase of eight (8) devices. The actual cost of the eight devices totaled \$155,424, exceeding the available grant funds by \$10,104 (Project C2412).

On March 17, 2020, City Council approved the Fire Department to submit a FY19 AFG Regional Grant for Hazmat Training. The original allocation to Oxnard Fire was \$150,040, including a \$13,640 city match. The

regional partners agreed on a reallocation of \$217,941 to the Oxnard Fire Department, increasing the city match by \$6,173 to \$19,813. An increase in the City match is required to close out the grant project (G1904).

DISCUSSION

The City's Financial Management Policies (Resolution 15,718) requires action by City Council for increases or decreases to budgeted appropriations within a fund or subfund. To complete the necessary funding for the various projects discussed above, the Fire Department requests the following transfers that decrease available budgeted appropriations in one fund and increase in another:

1. The Department's Fleet Replacement Project C1823 balance in Fund 742 as of the date of this report is \$93,496, of which \$71,492 is encumbered for a separate project. To cover the cost of the paramedic vehicle, which exceeds the allocated ARPA funds, the Fire Department is requesting a transfer of available appropriations in the amount of \$15,389 from the unencumbered Fleet Replacement Project balance (Fund 742 Project C1823) to the Capital Outlay Fund (Fund 301 Project C2256).
2. To cover the cost of the eight (8) LUCAS mechanical cardiopulmonary resuscitation (CPR) devices that exceed the AFG Grant Award, the Fire Department is requesting a transfer of available appropriations in the amount of \$10,104 from the Department's General Fund Operating Budget (Org. 1012501) to the Capital Outlay Fund (Fund 301 Project C2412.)
3. To cover the \$6,173 increase in the City match for the FY19 AFG Regional Hazmat Training Grant, the Fire Department is requesting a transfer of available appropriations in the Department's General Fund Operating Budget (Org. 1012501) to the Grant Fund (Fund 200 Project G1904).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The additional funding required for the projects will be funded with available budgeted appropriations in Fire Department's Fleet Replacement Project account and General Fund Operating Budget. There is no net impact to the General Fund from these transfers.

The transfer of appropriations between funds are summarized in the table below:

Project	Amount	From	To
Paramedic Vehicle-Squad 66	\$15,189	Fleet Replacement Project (Fund 742 Project C1823)	Capital Outlay Fund (Fund 301 Project C2256)
FY21 AFG Regional LUCAS Devices Grant	\$10,104	Fire General Fund Operating Budget (Org.1012501)	Capital Outlay Fund (Fund 301 Project C2412)
FY19 AFG Regional Hazmat Training Grant	\$6,173	Fire General Fund Operating Budget (Org 1012501)	Grant Fund (Fund 200 Project G1904)

For Finance Use Only: See attachment.

Prepared by: Rose Rodarte, Administrative Services Manager

ATTACHMENTS

1. Finance Table
2. Presentation

Staff Report Attachment: Fire Department Budget Transfers

<i>Finance Use Only</i>					
		Increase/ (Decrease)			
PROJECT	ORG-OBJ-PRJ	Fund 101	Fund 200	Fund 301	Fund 742
FLEET REPLCMNT-FIRE	7423750-57000-C1823				\$ (15,389.00)
	3012501-49300-C2256			\$ 15,389.00	
FIRE VEHICLE PARAMEDSQUAD	3012501-56040-C2256			\$ 15,389.00	
	7421001-59800-C2256				\$ 15,389.00
AF22 LUCAS CHEST COMPRESSION	3012501-49300-C2412			\$ 10,104.00	
	3012501-56040-C2412			\$ 10,104.00	
	1011001-59810-C2412	\$ 10,104.00			
AFG HM REGIONAL FY19	1012501-59810-G1904	\$ 6,173.00			
	2002501-49310-G1904		\$ 6,173.00		
No Project	1012501-59800	\$ (16,277.00)			
	Total Impact per Fund	\$ -	\$ 6,173.00	\$ 50,986.00	\$ -

Fire Department Fiscal Year 23-24 Transfer of Budget Appropriations

Finance and Governance Committee
June, 11, 2024

Alex Hamilton, Fire Chief
Fire Department

That the Finance and Governance Committee recommend that the City Council authorize three (3) budget appropriation transfers:

1. \$15,389 to fund the cost of a paramedic vehicle that exceeds the available ARPA Project funds (Project C2256)
2. \$10,104 to fund the purchase of eight (8) LUCAS chest compression devices that exceed the available Grant Project funds (Project C2412)
3. \$6,173 for local match increase to the FY19 AFG Hazmat Training Grant (Project G1904)

Paramedic Vehicle –Project C2256

City Council approved the allocation of \$100,000 from ARPA Funds to acquire a paramedic vehicle. The anticipated total cost to purchase the vehicle chassis and the body transfer is estimated at \$115,389, which exceeds the allocated ARPA funding for this project by \$15,389.

The department is requesting a transfer from available appropriations in the Department's Fleet Replacement Project account in Fund 742 to the project account in the Capital Outlay Fund 301.

LUCAS Devices Regional Grant Project – C2412

City Council approved the Fire Department to submit an application for an AFG Regional Grant submitted by Ventura County Fire Protection District for the purchase of automatic chest compression devices. As a sub-recipient, the Oxnard Fire Department was originally awarded \$145,320 for the purchase of eight (8) devices. The actual cost of the eight devices totaled \$155,424, exceeding the available grant funds by \$10,104.

The Department is requesting to fund the difference by transferring available appropriations from its General Fund Operating Budget to the grant project account in the Capital Outlay Fund 301.

Hazmat Regional Grant Project – G1904

City Council approved the Fire Department to submit an application for a FY19 AFG Regional Grant for Hazmat Training. The original award allocation to Oxnard Fire was \$150,040, including a \$13,640 local match. The regional partners agreed to a reallocation, increasing the city share of the award to \$217,941. The increased share to Oxnard Fire Department increased the local match by \$6,173 to \$19,813.

To fund the increased match amount and close out the project, the Department is requesting a transfer of available appropriations from the Department's General Fund Operating Budget to the project account in the Grant Fund 200.

The City's Financial Management Policies (Resolution 15,718) requires action by City Council for increases or decreases to budgeted appropriations within a fund or subfund. To fund the specified projects, the Fire Department requires a transfer that decrease appropriations in one fund and increases in another fund as summarized below:

Project	Amount	From	To
Paramedic Vehicle	\$15,189	Fleet Vehicle Replacement Fund (Fund 742 Project C1823)	Capital Outlay Fund (Fund 301 Project C2256)
Lucas Devices - FY21 AFG Regional Grant	\$10,104	Fire General Fund Operating Budget (Org.1012501)	Capital Outlay Fund (Fund 301 Project C2412)
Hazmat Training - FY19 AFG Regional Grant	\$6,173	Fire General Fund Operating Budget (Org 1012501-52310)	Grant Fund (Fund 200 Project G1904)

These budget transfers do not impact the General Fund as they are funded with available budget appropriations.



QUESTIONS?



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: June 11, 2024

TO: Finance & Governance Committee

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

SUBJECT: Budget Appropriations for Community Facilities District No. 8, Sakioka Farms Business Park for Fiscal Year 2023-24. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve a Fiscal Year 2023-24 budget appropriation to recognize revenues in the amount of \$550,737 and expenses in the amount of \$550,737 for Community Facilities District (CFD) No. 8 Sakioka Farms Business Park Subfund (60803801).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/eK_JtL2oJOU

BACKGROUND

Community Facilities District (CFD) No. 8 (Sakioka Farms Business Park) is a CFD formed via Resolution No. 15,349 on June 16, 2020, for purposes of providing fire suppression, landscape, and other maintenance services within the District. As authorized per Ordinance 2982, the City levied special taxes for FY 2023-2024 expenses via Resolution No. 15,712 on June 20, 2023. The levy was properly approved under this process and is not affected by this action.

Sakioka Farms Business Park is one of the City's newest special financing districts. When new districts are formed, their financial accounting system must be created to log expenses and revenues throughout the fiscal year. This process began in May 2023, during the City's shift in accounting systems and after the FY 2023-24 budget process had begun. The timing of this process, unfortunately, meant that the Sakioka Farms Business Park operating budget was left off of the City's overall FY 2023-24 budget adopted via Resolution No. 15,715 at the June 20, 2023, City Council meeting. This issue was verified when Special District's staff sought to confirm the District's revenues after the December property tax apportionment and to initiate the transfer of funds to the Fire Department for staff expenses, as authorized within the District's formation documents.

DISCUSSION

The CFD was levied properly for FY 2023-24 via Resolution No. 15,712. However, to account for expenditures and revenues within the City's budget, specific appropriations must be made. The budget appropriation within the CFDs revenue accounts in FY 2023-24 is necessary to account for the specific levy amounts as approved via Resolution 15,712. The budget appropriations are also necessary within the CFDs expense accounts to fund Fire Department staff costs and Special Districts Division administrative expenses for FY 2023-24, as authorized within the CFDs formation documents.

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

Staff is recommending the following budget appropriations be made within the CFD 8 subfund 60803801. There is no impact on the General Fund.

Revenues	Account	Proposed Revenue Budget for FY 2023-24
Assessments	60803801-46400	\$550,737
TOTAL REVENUES		\$550,737

Expenditures	Account	Proposed Expenditure Budget for FY 2023-24
Professional Services - Other	60803801-53200	\$4,000
County Tax Collection	60803801-53310	\$2,000
Planned Reserve Contribution	60803801-57800	\$63,049
Transfers Out	60803801-59000	\$82,612
Transfers Out - Intrafund	60803801-59800	\$399,076
TOTAL EXPENDITURES		\$550,737

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. Resolution 15,712
2. June 20, 2023 CC Agenda Report - CFD 8
3. City of Oxnard Special Districts Map
4. City of Oxnard Special Districts List
5. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,712

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS) FOR THE FISCAL YEAR 2023-24

WHEREAS, the City Council of the City of Oxnard (the "City") previously established Community Facilities District No. 8 (Sakioka Farms) of the City of Oxnard ("CFD No. 8") pursuant to the terms and provisions of the MelloRoos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the "Act"); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 8, is authorized pursuant to Resolution No. 15,349 (the "Resolution of Formation") establishing a Rate and Method as described in Resolution No. 15,349, and Ordinance No. 2982, (the "Ordinance") adopted by the City Council on June 30, 2020, to levy a special tax sufficient to pay certain costs of the Fire Protection Services and Contingent Services (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2023-24 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218;

WHEREAS, the "City of Oxnard Sakioka Farms CFD 8 Final Billing Detail Report for Fiscal Year 2023/24" (the "Report") is on file with the office of the City Clerk and is incorporated herein by this reference; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 8 (SAKIOKA FARMS), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2023-24 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 8 entitled "City of Oxnard Sakioka Farms CFD 8

Final Billing Detail Report for Fiscal Year 2023/24" (the "Report"), is approved as filed with the office of the City Clerk and made a part hereof, , which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2023-24, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED AND ADOPTED on this 20th day of JUNE, 2023 by the following vote:

AYES: Councilmembers Basua, MacDonald, Madrigal, Perello, Teran,
Valenzuela Zavala and Zaragoza

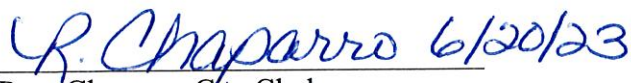
NOES: None.

ABSENT: None.

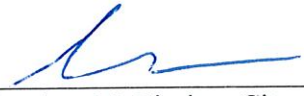
ABSTAIN: None.


John Zaragoza, Mayor

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FORM:

 6/12/2023

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.1

DATE: June 20, 2023

TO: City Council

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

SUBJECT: Resolution Authorizing the Levy of Special Taxes within Community Facilities District No. 8 for the Fiscal Year 2023-24 (10 minutes)

RECOMMENDATION

That the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 8, adopt a resolution entitled "Resolution of the City Council of the City of Oxnard Acting as the Legislative Body of Community Facilities District No. 8 (Sakioka Farms) of the City of Oxnard Authorizing the Levy of Special Taxes within Community Facilities District No. 8 (Sakioka Farms) for the Fiscal Year 2023-24."

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

BACKGROUND

Special Districts is a Division of the Public Works Department and manages a total of 48 special financing districts which include 6 CFDS. As an allowable funding source, property owners (e.g., developers) may use special financing districts (e.g., CFDS), subject to the approval of the City, to fund the construction of improvements through bonds and also the annual cost of services and maintaining certain amenities that have a special benefit to the properties within the district. Typically, the developer installs the amenities at the time of development and benefiting property owners pay for the cost of the bonds and maintaining the improvements (i.e., special benefit). The Special assessments are included on the property's annual property tax bill.

Assessments are levied annually and collected on the property tax roll. Each year, the City Council must conduct proceedings to levy the assessment. Revenue received from the assessments partially or fully fund the ongoing maintenance of public improvements provided by each district and, in some cases, is collected for future capital improvement programs or reinvestment projects ("CIP").

DISCUSSION

CFD No. 8 Special Tax

On June 16, 2020, City Council adopted Resolution No. 15,349 establishing CFD No. 8. On June 30, 2020, City Council adopted Ordinance No. 2982 to levy a special tax sufficient to pay Fire Services, Contingent Services, contribute to a District reserve fund, and the general administrative costs incurred during the management of the District. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 15,349 established the Rate and Method of Apportionment for CFD No. 8. The total maximum special tax is calculated by combining two rates per acre, one rate for Fire Services, and the other for Contingent Services. The estimated FY 2023-24 maximum special tax for CFD No. 8 is \$777,623.87 and staff anticipate a special tax of \$550,737.

The special tax accounts for \$399,076 for fire services, \$82,612 in administrative and overhead expenses, \$4,000 for professional services, \$2,000 for County collection fees, and \$63,049 for planned reserve contributions.

The reserve fund for this District is maintained for the possibility of the construction of a new fire station that would serve the area and for the possibility of the District providing the Contingent services as identified in the formation documents. These contingent services include maintenance of the landscaping within the public rights of way; the maintenance of drainage facilities, including the water quality components of the drainage facilities; and weed control related to development of the property. As of this time, Contingent services are not being provided by the City and are not included in the calculation of the levy.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The special tax total and amounts for FY 2023-24 are based on the preliminary property data available by the County of Ventura at the time of writing this report. Should parcel changes occur on the Ventura County Assessor's Secured January 2023 Lien Date Roll, upon release, the special tax amounts will be modified to include the Assessor's changes.

CFD 8:

There will be no cost to the City's General Fund from the approval of the resolution levying the special taxes for CFD No. 8 for FY 2023-24. All maintenance, service, and administrative costs are included in the amount to be collected by the special taxes, which are levied on properties located within CFD No. 8.

COMMITTEE OUTCOME

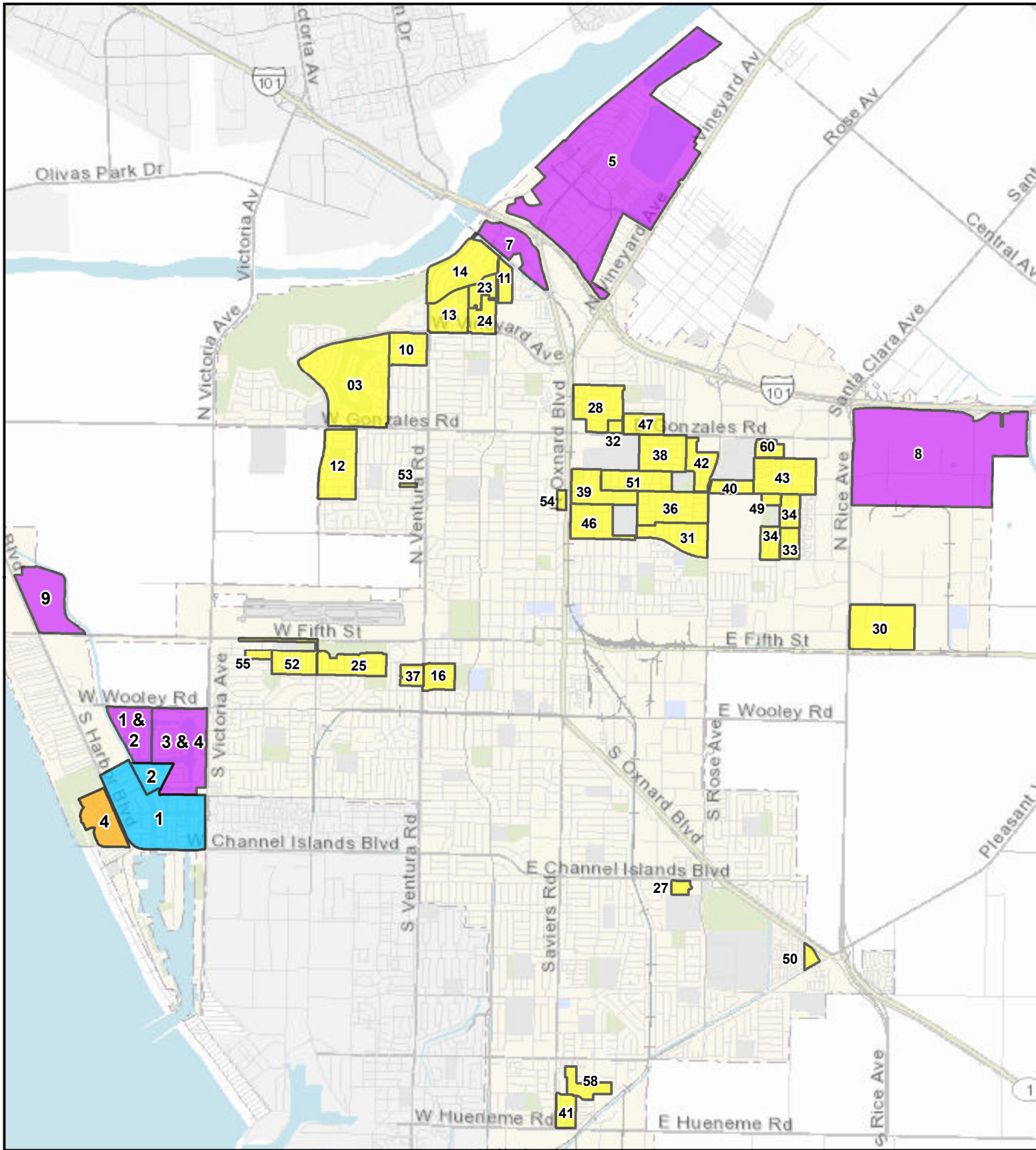
This item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Resolution Authorizing Levy of Special Tax CFD 8 FY 23-24
2. City of Oxnard Special Districts Map
3. City of Oxnard Special Districts Legend
4. Presentation

CITY OF OXNARD SPECIAL DISTRICTS



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

Budget Appropriations for Community Facilities District No. 8, Sakioka Farms Business Park for Fiscal Year 2023-24.

Finance & Governance Committee
June 11, 2024

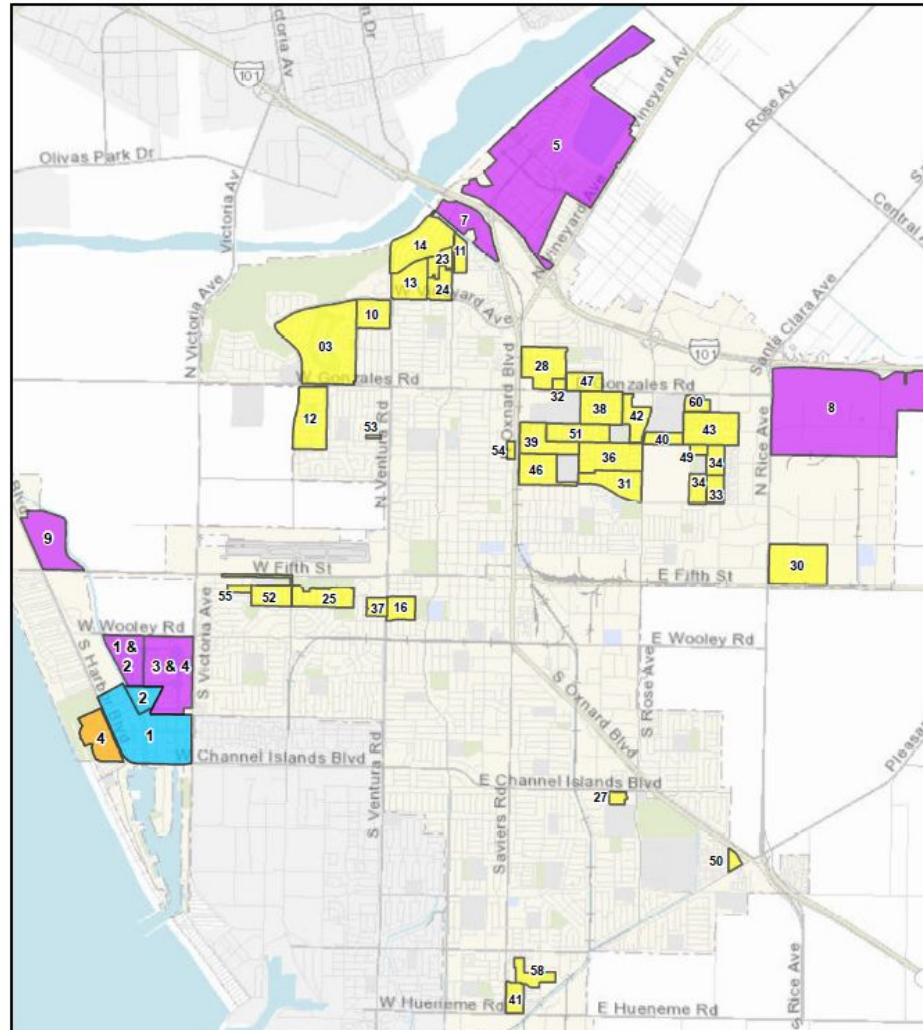
City Council
June 27, 2024

Anthony Miller
Interim Special Districts Manager

That the Finance and Governance Committee recommend that the City Council approve a Fiscal Year 2023-24 budget appropriation to recognize revenues in the amount of \$550,737 and expenses in the amount of \$550,737 for Community Facilities District (CFD) No. 8 Sakioka Farms Business Park Subfund (60803801).

That the City Council approve a Fiscal Year 2023-24 budget appropriation to recognize revenues in the amount of \$550,737 and expenses in the amount of \$550,737 for Community Facilities District (CFD) No. 8 Sakioka Farms Business Park Subfund (60803801).

CITY OF OXNARD SPECIAL DISTRICTS



More information can be found at:

www.oxnard.gov/public-works/special-districts

- Community Facilities District (CFD) No. 8 (Sakioka Farms Business Park) is a CFD formed via Resolution No. 15,349 on June 16, 2020 for purposes of providing fire suppression, landscape, and other maintenance services within the District.
- As authorized per Ordinance 2982, the City levied special taxes for FY 2023-2024 expenses via Resolution No. 15,712 on June 20, 2023.
- The levy was properly approved under this process and is not affected by this action.

- Sakioka Farms Business Park is one of the City's newest special financing districts. When new districts are formed, their financial accounting system must be created to log expenses and revenues throughout the fiscal year.
- This process began in May 2023, during the City's shift in accounting systems and after the FY 2023-24 budget process had begun. The timing of this process unfortunately meant that the Sakioka Farms Business Park operating budget was left off of the City's overall FY 2023-24 budget adopted via Resolution No. 15,715 at the June 20, 2023 City Council meeting.

- This issue was verified when Special Districts staff sought to confirm the District's revenues after the December property tax apportionment and to initiate the transfer of funds to the Fire Department for staff expenses, as authorized within the District's formation documents.

- The CFD was levied properly for FY 2023-24 via Resolution No. 15,712 however, to account for expenditures and revenues within the City's budget, specific appropriations must be made.
- The budget appropriation within the CFDs revenue accounts in FY 2023-24 is necessary to account for the specific levy amounts as approved via Resolution 15,712.
- The budget appropriations are also necessary within the CFDs expense accounts to fund Fire Department staff costs and Special Districts Division administrative expenses for FY 2023-24, as authorized within the CFDs formation documents.

- Staff is recommending the following budget appropriations be made within the CFD 8 sub fund 60803801:

Revenues	Account	Proposed Revenue Budget for FY 2023-24
Assessments	60803801-46400	\$550,737
TOTAL REVENUES		\$550,737
Expenditures	Account	Proposed Expenditure Budget for FY 2023-24
Professional Services - Other	60803801-53200	\$4,000
County Tax Collection	60803801-53310	\$2,000
Planned Reserve Contribution	60803801-57800	\$63,049
Transfers Out	60803801-59000	\$82,612
Transfers Out - Intrafund	60803801-59800	\$399,076
TOTAL EXPENDITURES		\$550,737

There is no impact to the General Fund



QUESTIONS



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: June 11, 2024

TO: Finance & Governance Committee

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

SUBJECT: Third Amendment to On-Call Services Contract with Aten Design Group, Inc. for City Website.
(10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment with Aten Design Group, Inc. (Agreement No. 32400027) for on-call services for website strategy, design and development for an increase of \$105,000 for a total contract amount not to exceed \$421,140 and extend the term to June 30, 2026.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/-SrbCvaj_E0

BACKGROUND

Following a Request for Qualifications, the City hired Aten Design Group in June 2022 to design and launch a new website that makes it easier for community members to find information, access services and contact the City.

During the website redesign process, Governor Newsom signed Assembly Bill ("AB") 1637 into law on Oct. 8, 2023, which requires all cities and counties transition public facing websites to the .gov domain by January 1, 2029. The City used the redesign process to meet this government mandate while also creating a more functional, accessible and secure website.

In May 2024, the City launched www.oxnard.gov, which replaced the obsolete www.oxnard.org website with a modern, easy to navigate design that meets current ADA and Web Content Accessibility Guidelines (WCAG) 2.1 standards, offers a seamless experience across desktop computers, cellphones and tablets, and complies with AB 1637. During the first three weeks since the new site's launch, Oxnard.gov has serviced 29,000 active users, a 45% increase from the old website's estimated average of 20,000 monthly visitors. The new site's users have viewed 144,000 pages and downloaded 6,000 PDFs.

DISCUSSION

Over the past decade, various City departments launched independent microsites such as oxnardpd.org, oxnardhr.org, and oxnardreevents.com because the previous website design did not meet their needs.

Now that the main City website has been redesigned and transitioned to the .gov platform, City staff are

working to bring all department microsites under the .gov umbrella.

Since the City lacks an internal website development team, it will utilize Aten's on-call services to:

- Maintain the current website and design custom web pages for various City departments based on their evolving needs and community requests.
- Transition all microsites to the .gov domain system in compliance with AB 1637.

With the enhanced data and analytics capabilities of the new website, City staff will proactively work with Aten to develop features that address the community's needs. Aten will also build customized .gov pages for departments like Human Resources and Police, retiring their old microsites to ensure compliance with AB 1637.

Aten's on-call services contract will also ensure that the newly launched website maintains its usability, functionality, and security features for increased cyber resiliency and sustainability.

Aten's Scope of Work includes an hourly billing rate of \$175, with resources available for up to 25 hours per month for 24 months, from July 1, 2024, to June 30, 2026.

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 additional cost for the Website On-Call Services is included in the City Manager's proposed FY 24-25 operational budget.

Prepared by: Katie Casey, Communications Manager

ATTACHMENTS

1. Original Agreement with Aten Design Group, Inc.
2. First Amendment with Aten Design Group
3. Second Amendment with Aten Design Group
4. Third Amendment with Aten Design Group
5. Presentation - June 11, 2024

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: June 13, 2022
- (2) Consultant: Aten Design Group, Inc., a Colorado Corporation
- (3) Services: City Website Redesign Project
- (4) Schedule of Services: "Schedule of Services Exhibit A"
- (5) Agreement Ending Date: June 30, 2024
- (6) Total Agreement Amount: \$169,950.00
- (7) City's Project Manager: Katie Casey, Communications Manager
- (8) Consultant's Project Manager: Joe Crespo, Director of Accounts
- (9) Insurance Coverage: INS-W
- (10) Addresses for Notice:
- | | |
|---|--|
| <i>FOR CONSULTANT:</i> | <i>FOR CITY:</i> |
| 1615 Platte Street, Suite 200
Denver, CO 80202
Attn: Joe Crespo, Director of Accounts | 300 West Third Street, Fourth Floor
Oxnard, CA 93030
Attn: Katie Casey, Communications Manager |
- (11) Contact Emails:
- | | |
|---|--|
| <i>CONSULTANT'S PROJECT
MANAGER:</i>

joe@atendesigngroup.com | <i>CITY'S PROJECT MANAGER:</i>

katie.casey@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-W)

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

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

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

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

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

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

16. Documents and Materials.

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

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

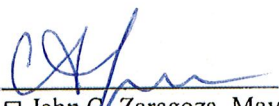
38. Electronic Transmission of Contract and Signature. The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7."

[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

ATEN DESIGN GROUP, INC., a Colorado Corporation

 ☐ John C. Zaragoza, Mayor ¹ ☒ Alexander Nguyen, City Manager ☐ Jennifer Yates, Purchasing Manager ☐ [name], Buyer	 Justin Toupin, CEO ²	<u>6/28/2022</u> Date <u>6/22/2022</u> Date
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ATTEST:

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

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney (always required) _____
 Date 6/17/22

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

² The City requires the following for any contract:

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

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

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

ATEN DESIGN GROUP, INC., a Colorado Corporation

 6/28/2022
☐ John C. Zaragoza, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ [name], Buyer

 Justin Toupin, CEO² Date

 Date

ATTEST:

 N/A
 Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 6/17/22
 Stephen M. Fischer, City Attorney (always required) Date

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

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

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

EXHIBIT A

SCOPE OF SERVICES

Strategy and User Research 6 Weeks Up to 100 Hours of Budgeted time <i>Estimated starting June 2022</i>	\$16,500 Budget Total
Discovery	Aten will review extant discoveries leading up to this project. Aten will conduct ongoing collaborative research and exploration to fully understand the history of the project as well as core challenges and opportunities for the City of Oxnard's website. The City will provide Aten interviews with appropriate staff members in the IT and Communications Department to provide background on the website. The City will provide Aten with view-only access to 1) the backend of the current website and 2) Matomo website analytics account in order for Aten to provide a robust analysis that will be presented to the city.
Stakeholder Surveys	Aten will create questionnaires for the City to distribute in order to help provide baseline guidance on the community's wants / needs. This will include both a paper and digital format. The City will support outreaching to the following Target Audiences: ● Senior Community ● Parents Groups/City's After School Programs ● Online Groups (Citizens for a Better Oxnard Facebook page) ● Paid online survey ad (Facebook and IG ads paid for by the City) ● Businesses (Chamber of Commerce) ● Oxnard College students ● Utility billing (email survey to all utility bill users) Aten will collect, quantify and analyze the questionnaire results as part of their research for the City that will be presented to the City. These findings will drive design discussions and decisions.
Personas	Aten will develop key personas based on Focus Group findings and other documentation. City will review, edit and approve these personas.

Task Analysis	Once personas are defined, the teams at Aten will define the most common and impactful real-world tasks those users will perform on the website. Aten will use this list as a framework for prioritizing information architecture work. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager to these task lists.
Technical Audit	In order to have a complete understanding of the functionality, and user journeys of the City's website, Aten will conduct platform walkthroughs, ongoing collaborative research, and exploration to fully understand the core development challenges and opportunities ahead. Aten will also research and recommend the best way to produce Spanish translation services for all content on the City's website. The Aten team will also review any third-party apps and widgets that the City uses on its current website and provide recommendations for accommodating these services (or replacing them) in the new web design. Aten will also review the backend materials on the current City website, and propose an action plan for the City to migrate selected content to the newly designed website. This includes identifying old content and raising the recommendation for archiving and/or removing content that has not been touched in years.

Workshops 2-6 Weeks Up to 60 Hours of Budgeted time <i>Estimated Start July/August 2022</i>		\$9,000 Budget Total
Workshops (4)	Aten's strategy and design workshops fall into three categories: ● Discovery Workshops ● User Empathy Workshops ● Design Workshop At least four workshops/exercises will be scheduled by mutual agreement during the engagement. For more information on Aten's workshops, please see page 41 of the technical proposal.	

INFORMATION ARCHITECTURE 8 Weeks Up to 140 Hours of Budgeted time <i>Estimated Start August/September - November 2022</i>		\$32,100 Budget Total
Navigation Structure	Based on goals and users needs, Aten will clearly document the intended website structure and interactions in a hierarchical Sitemap. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final navigation structure.	
Wireframes	Aten will provide simple, gray-box wireframes that will suggest content hierarchy and high-level layout, guiding design and development efforts. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.	
Technical Plan	In collaboration with the development team, Aten will create an effective technical approach for the project. This plan will cover content generation and entry, Wordpress data structures (post types), user roles & permissions, user workflows, and define website features as well as technical approach. The approved migration of content will also be featured in this plan. Aten will assign roles to both the City staff and its internal team to ensure content migration is done in an easy manner with clear direction provided to all parties involved in the process. This will provide City staff with a clear roadmap on how to prioritize information that needs to be migrated and complete it in a manner that is clearly and concisely understood by the Aten team. Both Aten and the City participate in backlog grooming during this phase. It will be reviewed and reprioritized throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager. The approved technical plan will be used to build a sprint plan for all development phases.	

Scope Review	Informed by collaborative discovery and the requirements in the Scope of Work, Aten will create a prioritized list of requirements and granular tasks for their design team to complete. This is a budget control checkpoint and will mitigate risk throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager.
Web Hosting Service Provider	Aten will work with the City to establish the Account Support Tier and Hosting Plan with Pantheon. Aten will establish direct communication between the City Manager's Office, its Chief Information Officer/IT Department and Pantheon. Aten will create a WordPress instance on the Pantheon platform. Aten will also provide guidance to the City on when to commence the contract with Pantheon and will consider the City's 8-week procurement timeframe in order to be cost-effective with the website development budget. The City will manage the Pantheon account and oversee the roles and permissions. The City will add Aten as a supporting organization to its Pantheon account, which will provide access to Aten's developers. Each Aten team member will be pre-approved by the City's Chief Information Officer, or their delegate, to have this access, and will receive a unique Pantheon user ID and password intended for their own use only. The Aten team members will not share, disclose, record (written & verbal) or reuse their Pantheon credentials. The level of access granted to an individual will be the minimum required to perform their assigned role and responsibilities. Once the City signs a contract with Pantheon, Aten will support the City's account set-up and work to establish it to complement the recommended design for the City's website.
Translation Services	Aten will work with the City to identify the best translation tool to be

	hosted on the website. Aten will ensure that the design team will produce materials that can easily be translated by incorporating this tool into the final work product. The City will pay for the translation service (if recommended) and ensure that Aten has access to any paid account services for design purposes.
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RESPONSIVE & ACCESSIBLE DESIGN 8 Weeks Up to 120 Hours of Budgeted time <i>Estimated Start November/December 2022 - January/February 2023</i>		\$19,800 Budget Total
Design Exploration	Aten will use research from the discovery phase and guidance by Oxnard's brand guidelines to establish a foundation for the design. Aten will look at typography, use of color and imagery, and specific user interface elements – outside the confines of a specific Layout. Aten will also ensure ADA compliance during design exploration and also consider the need for the use of a Spanish translation tool to support the final design during the exploration phase The Aten team will also incorporate any third-party apps and widgets into the design recommendations. The City will pay for third party apps and widgets licensing costs.	
Design Direction	Aten will expand on the initial Design Exploration, establish typographic scale, visual hierarchy, navigation patterns, and grid structure with full-fidelity page mockups for key pages in both desktop and mobile. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.	
Design System	With design established, Aten will develop a design system and style guide that clearly documents design direction and provides a guideline for extending design throughout your website. At this time, the Aten team will discuss progress with the City's current task of identifying the number of pages to migrate content to the new system. The City will identify an estimated update of content	

	that needs to be migrated during this phase. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure. Any changes to the design and its system that results in a change order by Aten to the project must be approved by the City's Project Manager (Communications Manager), or their delegate.
ADA Compliance Review	Aten will ensure the proposed design meets ADA compliance and addresses the best practices released by the U.S. Department of Justice in March 2022 https://beta.ada.gov/web-guidance/

Agile Development Sprints 12 Weeks Up to 550 Hours of Budgeted time <i>Starting January/February 2023 - March/April 2023</i>		\$90,750 Budget Total
Planning	At the outset of each sprint, each user story is clearly documented, along with estimates and acceptance criteria developed by Aten and approved by the City's Project Manager (Communications Manager).	
Daily Standup	The Aten team follow Agile Scrum methodologies and host daily standups to review yesterday's progress, confirm tickets on-deck for today, and identify any blockers. Aten will provide weekly project status updates, either via video meetings or email, to identify progress and any challenges that may need to be addressed in the week ahead. Aten will clearly define what the City needs to provide and approve during these weekly status updates in order to ensure that the project remains on time and on budget.	
Cross-Functional Development	The Aten team will follow modern best practices for backend and frontend web development. More specifically, Aten will adhere to community coding standards and follow SMACSS modular development guidelines for CSS.	
QA /Testing	Each ticket moves through two distinct QA stages in the workflow: one for internal review (Aten), another for client Approval (City).	

	Aten will ensure during this stage that the website is functional tested for quality assurance for items including: ● Browser support ● Operating systems ● Screen resolutions including responsive for mobile ● Assistive technologies ● Color blindness ● Text sizing The City's Project Manager (Communications Manager) will review and provide edits and changes prior to approval.
Retrospectives	Retros are an important component of Agile. We invite clients to fully participate in each retrospective, an open conversation about what worked well and what could be improved for each sprint. The City's Project Manager (Communications Manager) will participate and invite any additional staff members (as needed) to participate in retrospectives at the end of each sprint.

TRAINING & LAUNCH 2 Weeks Up to 60 Hours of Budgeted time <i>Starting June 2022</i>		\$9,900 Budget Total
Launch Preparation	The Aten team will polish development features, crawl the site for 404 errors, and conduct final performance tests. The Aten team will provide high-level recaps to the City's project manager during this two-week period to report both progress and/or significant issues that arose the steps the team took to mediate them.	
Finalize Training Documentation	Aten will provide: ● documentation in the form of inline help text, shared documents, and video capture will be created and shared with the City during all phases of development. Aten will curate and organize documentation so it can be easily understood by content editors that only occasionally use the Wordpress authoring interface.	
Training Workshop	Relevant Aten personnel will conduct training sessions to help so the City's core web team and regular content editors understand the new	

	system well enough to provide training to future editors.
Launch	Upon the City Manager or delegate's formal launch written approval, Aten will provide final deployment to production and perform DNS switch. Aten recommends a preview launch (e.g. https://preview.oxnard.org/), which allows the City to show the site to residents and businesses without replacing the current website. This allows the Aten team to continue to work in partnership with the City to ensure a smooth transition from the old website to the new. Aten will work with the web host provider to address any site outages. Aten operates from 8 a.m.–5 p.m. MT, Monday–Friday, has a same day response SLA, and will provide a timeline to resolution within one business day. For major outages, the City will have multiple direct contacts with Aten, including video and phone contacts, to ensure prompt response and service.
Warranties and Representations	Aten will provide post-site launch warranty support for a 30-day period starting on the first day that the City's new website is available to the public and ending on the 30th calendar day. Post-launch warranty services are limited to site functionality that fails to perform as designed, agreed upon, tested, and accepted by the City during the implementation. At the conclusion of the post-launch warranty period, at the City's request, Aten will refresh the Pantheon hosted development and test environments using a current copy of the production site. Prior to refreshing, an archive backup of the original development and test environments will be taken and saved with a retention period defined by City. All post-launch production changes made by Aten will adhere to the City's change control process.

ON CALL SERVICES <i>Starting July 2022</i>		Hourly rate \$165
Post-Site Launch	Aten will be available for post-site launch support as needed to work through various design needs and City requests for services.	

EXHIBIT B RATES AND COSTS

BUDGET

We are a time-and-materials consulting shop. In our experience, time-and-materials best complements a partnership between clients and vendors. We clearly document priorities, carefully estimate the level of effort on tasks and frequently report on progress. As consulting partners, we supply our clients with the information they need to make their best possible decisions throughout the entire process. Our rate is \$165 per hour and is extremely competitive among our peers.

Here is a roll-up of estimated costs based on what we know now about your requirements and our past experience with similar projects.

BUDGET ITEM	HOURS	TOTAL
Strategy & User Research	100	\$16,500
Workshops	60	\$9,900
Information Architecture	140	\$32,100
Responsive & Accessible Design	120	\$19,800
Agile Development Sprints	550	\$90,750
Training & Launch	60	\$9,900
Estimated Travel Expenses	-	-
TOTAL	1,030	\$169,950

PAYMENT SCHEDULE

- Initial project deposit of \$19,800 is due prior to kickoff.
- Monthly time-and-materials invoices indicating current balance summary will be submitted upon the first workday of each month, along with accompanying hours reports. Payment is Net 30. Invoice reminders will be sent twice per month on all open invoices.

INSURANCE EXHIBIT (INS-CC)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Tammy Hill, State Farm Agent 2851 S PARKER RD. SUITE 1-0986 AURORA, CO 80014	CONTACT NAME: Tammy Hill		
	PHONE (A/C, No, Ext): 303-399-2600	FAX (A/C, No): 303.399.2260	
	E-MAIL ADDRESS: TAMMY.HILL.JHPQ@STATEFARM.COM		
INSURED ATEN DESIGN GROUP INC 1615 S PLATTE ST. SUITE 200 DENVER, CO. 80202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State Farm Fire and Casualty Company		25143
	INSURER B:		☐
	INSURER C:		☐
	INSURER D:		☐
	INSURER E:		☐
INSURER F:		☐	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Primary & Noncontributory GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	Y	96-EQ-Z0975	06/20/2022	06/20/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen.Agg \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			96-EQ-Z0975	06/20/2022	06/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CGL HNOLA Limit \$ 2,000,000
	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			96-KW-7909-0	09/17/2021	09/17/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	96-MT-F677-1	01/07/2022/	01/07/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability	Y		PS0000003916311	12/14/2021	12/14/2022	Limit of Liability 1,000,000 Total Limit of Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. 9645-22-CM
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

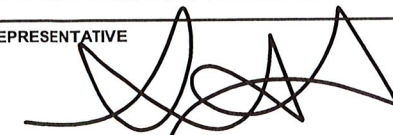
CERTIFICATE HOLDER

City of Oxnard Attn: Insurance Compliance
P.O. Box 100085 - OX
Duluth GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Tammy Hill, State Farm Agent 2851 S PARKER RD. SUITE 1-0986 AURORA, CO 80014	CONTACT NAME: Tammy Hill PHONE (A/C, No, Ext): 303-399-2600 E-MAIL ADDRESS: TAMMY.HILL.JHPQ@STATEFARM.COM FAX (A/C, No): 303.399.2260
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ATEN DESIGN GROUP INC 1615 S PLATTE ST. SUITE 200 DENVER, CO. 80202	NAIC # 25143

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

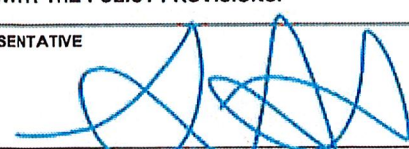
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y Y	96-EQ-Z0975	06/20/2022	06/20/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
☒	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		96-EQ-Z0975	06/20/2022	06/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
☒	UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE	96-KW-7909-0	09/17/2021	09/17/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	96-MT-F677-1	01/07/2022	01/07/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Technology Services Errors and Omissions Liability Insurance	Y	PS0000003916311	12/14/2021	12/14/2022	Limit of Liability 1,000,000 Total Limit of Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DATA BREACH ENDORESMENT COVERAGED ADDED JUNE-29-2022

CERTIFICATE HOLDER

CANCELLATION

CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 96 EQZ097 5

Named Insured:

ATEN DESIGN GROUP INC
1615 PLATTE ST STE 200
DENVER CO 80202-1828

Name And Address Of Additional Insured Person Or Organization:

CITY OF OXNARD
ATTN: INSURANCE COMPLIANCE
PO BOX 100085-OX
DULUTH, GA 30096

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Ongoing Operations

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for that additional insured; or

b. Products – Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

However, Paragraph 1. above is subject to the following:

- a. The insurance afforded to the additional insured only applies to the extent permitted by law;

- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

- c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:

- (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or

- (2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**

5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.

b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY TAMMY HILL INSURANCE AGENCY		NAMED INSURED ATEN DESIGN GROUP INC 1615 S PLATTE ST. SUITE 200 DENVER, CO. 80202	
POLICY NUMBER 96-EQ-Z0975		EFFECTIVE DATE: 06/20/2022	
CARRIER State Farm Fire and Casualty Company	NAIC CODE 25143		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 **FORM TITLE:** Certificate of Property Insurance

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.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY TAMMY HILL INSURANCE AGENCY		NAMED INSURED ATEN DESIGN GROUP INC 1615 S PLATTE ST. SUITE 200 DENVER, CO. 80202	
POLICY NUMBER 96-EQ-Z0975		EFFECTIVE DATE: 06/20/2022	
CARRIER State Farm Fire and Casualty Company	NAIC CODE 25143		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 **FORM TITLE:** Certificate of Property Insurance

- Additional Insured Endorsement forms CG2010 11/85 or equivalent must be provided in addition to the Certificate of Insurance naming: City, its City Council, officers, employees, agents and volunteers are named 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; automobiles owned, leased, hired or borrowed by Consultant. as Additional Insured for the General Liability.
- Waiver of Subrogation form must be provided in addition to the Certificate of Insurance in favor of: City, its City Council, officers, employees, agents and volunteers are named 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; automobiles owned, leased, hired or borrowed by Consultant. for Workers Compensation.
- Primary/Non-Contributory Endorsement form must be provided in addition to the Certificate of Insurance for General Liability.
- Workers Compensation: Must provide coverage for the following State(s): CA

32400027

Agreement No. 9675-22-CM

FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of June, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Aten Design Group, Inc., a Colorado Corporation ("Consultant"). This First Amendment amends the Agreement entered into on June 13, 2022, by City and Aten.

City and Consultant agree as follows:

1. The references to the "Schedule of Services Exhibit A" and "EXHIBIT A SCOPE OF SERVICES" everywhere those terms are listed both on the Cover Page of the Agreement and in the Agreement are hereby amended to "Scope of Services Exhibit A-1." The "Schedule of Services Exhibit A" and "EXHIBIT A SCOPE OF SERVICES" are hereby disincorporated; instead, the "Scope of Services Exhibit A-1" is attached hereto and incorporated herein by this reference.
2. In Section 6 of the Cover Page of the Agreement, the amount "\$169,950" is deleted and replaced with "\$200,000".
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
Corporation

ATEN DESIGN GROUP, INC., a Colorado

Jennifer Yates 6/20/2023
☐ John C. Zaragoza, Mayor¹ Date
☒ Jennifer Yates, Purchasing Agent³


Justin Toupin, CEO²,
Date June 19, 2023

4 _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:



Stephen M. Fischer, City
Attorney (always required)



Date

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

2

³ The Purchasing Agent may execute any authorized agreement up to \$200,000.

⁴ The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT A-1

Strategy and User Research Up to 100 Hours of Budgeted time <i>Started August 2022</i>		\$16,500 Budget Total
June 2023 - Add additional 5 Hours of project time		June 2023 Additional Budget Total: \$825
Discovery	Aten will review extant discoveries leading up to this project. Aten will conduct ongoing collaborative research and exploration to fully understand the history of the project as well as core challenges and opportunities for the City of Oxnard's website. The City will provide Aten interviews with appropriate staff members in the IT and Communications Department to provide background on the website. The City will provide Aten with view-only access to 1) the backend of the current website and 2) Matomo website analytics account in order for Aten to provide a robust analysis that will be presented to the city.	
Stakeholder Surveys	Aten will create questionnaires for the City to distribute in order to help provide baseline guidance on the community's wants / needs. This will include both a paper and digital format. Aten will collect, quantify and analyze the questionnaire results as part of their research for the City that will be presented to the City. These findings will drive design discussions and decisions.	
Personas	Aten will develop key personas based on Focus Group findings and other documentation. City will review, edit and approve these personas.	
Task Analysis	Once personas are defined, the teams at Aten will define the most common and impactful real-world tasks those users will perform on the website. Aten will use this list as a framework for prioritizing	

	information architecture work. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager to these task lists.
Technical Audit	In order to have a complete understanding of the functionality, and user journeys of the City's website, Aten will conduct platform walkthroughs, ongoing collaborative research, and exploration to fully understand the core development challenges and opportunities ahead. Aten will also research and recommend the best way to produce Spanish translation services for all content on the City's website. The Aten team will also review any third-party apps and widgets that the City uses on its current website and provide recommendations for accommodating these services (or replacing them) in the new web design. Aten will also review the backend materials on the current City website, and propose an action plan for the City to migrate selected content to the newly designed website. This includes identifying old content and raising the recommendation for archiving and/or removing content that has not been touched in years.

Workshops Up to 60 Hours of Budgeted time <i>September - October 2022</i>		\$9,900 Budget Total
Workshops (4)	Aten's strategy and design workshops fall into three categories: ● Discovery Workshops ● User Empathy Workshops ● Design Workshop At least four workshops/exercises will be scheduled by mutual agreement during the engagement. For more information on Aten's workshops, please see page 41 of the technical proposal.	

INFORMATION ARCHITECTURE Up to 140 Hours of Budgeted time <i>Started December 2022</i>		\$23,100 Budget Total
June 2023 - Add additional 112 hours of project time		June 2023 Additional Budget Total: \$18,480
Navigation Structure	Based on goals and users needs, Aten will clearly document the intended website structure and interactions in a hierarchical Sitemap. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final navigation structure.	
Wireframes	Aten will provide simple, gray-box wireframes that will suggest content hierarchy and high-level layout, guiding design and development efforts. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.	
Technical Plan	In collaboration with the development team, Aten will create an effective technical approach for the project. This plan will cover content generation and entry, Wordpress data structures (post types), user roles & permissions, user workflows, and define website features as well as technical approach. The approved migration of content will also be featured in this plan. Aten will assign roles to both the City staff and its internal team to ensure content migration is done in an easy manner with clear direction provided to all parties involved in the process. This will provide City staff with a clear roadmap on how to prioritize information that needs to be migrated and complete it in a manner that is clearly and concisely understood by the Aten team. Both Aten and the City participate in backlog grooming during this	

	phase. It will be reviewed and reprioritized throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager. The approved technical plan will be used to build a sprint plan for all development phases.
Scope Review	Informed by collaborative discovery and the requirements in the Scope of Work, Aten will create a prioritized list of requirements and granular tasks for their design team to complete. This is a budget control checkpoint and will mitigate risk throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager.
Web Hosting Service Provider	Aten will work with the City to establish the Account Support Tier and Hosting Plan with Pantheon. Aten will establish direct communication between the City Manager's Office, its Chief Information Officer/IT Department and Pantheon. Aten will create a WordPress instance on the Pantheon platform. Aten will also provide guidance to the City on when to commence the contract with Pantheon and will consider the City's 8-week procurement timeframe in order to be cost-effective with the website development budget. The City will manage the Pantheon account and oversee the roles and permissions. The City will add Aten as a supporting organization to its Pantheon account, which will provide access to Aten's developers. Each Aten team member will be pre-approved by the City's Chief Information Officer, or their delegate, to have this access, and will receive a unique Pantheon user ID and password intended for their

	own use only. The Aten team members will not share, disclose, record (written & verbal) or reuse their Pantheon credentials. The level of access granted to an individual will be the minimum required to perform their assigned role and responsibilities. Once the City signs a contract with Pantheon, Aten will support the City's account set-up and work to establish it to complement the recommended design for the City's website.
Translation Services	Aten will work with the City to identify the best translation tool to be hosted on the website. Aten will ensure that the design team will produce materials that can easily be translated by incorporating this tool into the final work product. The City will pay for the translation service (if recommended) and ensure that Aten has access to any paid account services for design purposes.
Additional Services (June 2023)	• Finalizing sitemap and content model • Technical plan, backlog building MVP sizing • Content mapping existing sitemap to new sitemap and content model

RESPONSIVE & ACCESSIBLE DESIGN Up to 120 Hours of Budgeted time <i>Started February 2023</i>		\$19,800 Budget Total
June 2023 - Add additional 20 Hours of project time		June 2023 Additional Budget Total: \$3,300
Design Exploration	Aten will use research from the discovery phase and guidance by Oxnard's brand guidelines to establish a foundation for the design. Aten will look at typography, use of color and imagery, and specific user interface elements – outside the confines of a specific Layout. Aten will also ensure ADA compliance during design exploration and also consider the need for the use of a Spanish translation tool to support the final design during the exploration phase	

	The Aten team will also incorporate any third-party apps and widgets into the design recommendations. The City will pay for third party apps and widgets licensing costs.
Design Direction	Aten will expand on the initial Design Exploration, establish typographic scale, visual hierarchy, navigation patterns, and grid structure with full-fidelity page mockups for key pages in both desktop and mobile. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.
Design System	With design established, Aten will develop a design system and style guide that clearly documents design direction and provides a guideline for extending design throughout your website. At this time, the Aten team will discuss progress with the City's current task of identifying the number of pages to migrate content to the new system. The City will identify an estimated update of content that needs to be migrated during this phase. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure. Any changes to the design and its system that results in a change order by Aten to the project must be approved by the City's Project Manager (Communications Manager), or their delegate.
ADA Compliance Review	Aten will ensure the proposed design meets ADA compliance and addresses the best practices released by the U.S. Department of Justice in March 2022 https://beta.ada.gov/web-guidance/
Additional Services (June 2023)	• Design comps for 6 additional pages • Internal strategist support & collaboration during the remainder of the design phase

Agile Development Sprints Up to 550 Hours of Budgeted time <i>Started April 2023</i>		\$90,750 Budget Total
June 2023 - Add additional 45 hours of project time		June 2023 Additional Budget Total: \$7,425
Planning	At the outset of each sprint, each user story is clearly documented, along with estimates and acceptance criteria developed by Aten and approved by the City's Project Manager (Communications Manager).	
Daily Standup	The Aten team follow Agile Scrum methodologies and host daily standups to review yesterday's progress, confirm tickets on-deck for today, and identify any blockers. Aten will provide weekly project status updates, either via video meetings or email, to identify progress and any challenges that may need to be addressed in the week ahead. Aten will clearly define what the City needs to provide and approve during these weekly status updates in order to ensure that the project remains on time and on budget.	
Cross-Functional Development	The Aten team will follow modern best practices for backend and frontend web development. More specifically, Aten will adhere to community coding standards and follow SMACSS modular development guidelines for CSS.	
QA /Testing	Each ticket moves through two distinct QA stages in the workflow: one for internal review (Aten), another for client Approval (City). Aten will ensure during this stage that the website is functional tested for quality assurance for items including: • Browser support • Operating systems • Screen resolutions including responsive for mobile • Assistive technologies • Color blindness • Text sizing	

	The City's Project Manager (Communications Manager) will review and provide edits and changes prior to approval.
Retrospectives	Retros are an important component of Agile. We invite clients to fully participate in each retrospective, an open conversation about what worked well and what could be improved for each sprint. The City's Project Manager (Communications Manager) will participate and invite any additional staff members (as needed) to participate in retrospectives at the end of each sprint.

TRAINING & LAUNCH Up to 60 Hours of Budgeted time <i>Estimated Fall/Winter 2023-24</i>		\$9,900 Budget Total
Launch Preparation	The Aten team will polish development features, crawl the site for 404 errors, and conduct final performance tests. The Aten team will provide high-level recaps to the City's project manager during this two-week period to report both progress and/or significant issues that arose the steps the team took to mediate them.	
Finalize Training Documentation	Aten will provide: • documentation in the form of inline help text, shared documents, and video capture will be created and shared with the City during all phases of development. Aten will curate and organize documentation so it can be easily understood by content editors that only occasionally use the Wordpress authoring interface.	
Training Workshop	Relevant Aten personnel will conduct training sessions to help so the City's core web team and regular content editors understand the new system well enough to provide training to future editors.	
Launch	Upon the City Manager or delegate's formal launch written approval, Aten will provide final deployment to production and perform DNS switch.	

	Aten recommends a preview launch (e.g. https://preview.oxnard.org/), which allows the City to show the site to residents and businesses without replacing the current website. This allows the Aten team to continue to work in partnership with the City to ensure a smooth transition from the old website to the new. Aten will work with the web host provider to address any site outages. Aten operates from 8 a.m.–5 p.m. MT, Monday–Friday, has a same day response SLA, and will provide a timeline to resolution within one business day. For major outages, the City will have multiple direct contacts with Aten, including video and phone contacts, to ensure prompt response and service.
Warranties and Representations	Aten will provide post-site launch warranty support for a 30-day period starting on the first day that the City’s new website is available to the public and ending on the 30th calendar day. Post-launch warranty services are limited to site functionality that fails to perform as designed, agreed upon, tested, and accepted by the City during the implementation. At the conclusion of the post-launch warranty period, at the City’s request, Aten will refresh the Pantheon hosted development and test environments using a current copy of the production site. Prior to refreshing, an archive backup of the original development and test environments will be taken and saved with a retention period defined by City. All post-launch production changes made by Aten will adhere to the City’s change control process.

ON CALL SERVICES <i>Estimated Fall/Winter 2023-24</i>		Hourly rate \$165
Post-Site Launch	Aten will be available for post-site launch support as needed to work through various design needs and City requests for services.	

32400027

Agreement No. 9675-22-CM

SECOND AMENDMENT TO PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of July, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Aten Design Group, Inc., a Colorado Corporation ("Consultant"). This Second Amendment amends the Agreement entered into on June 13, 2022, by City and Aten. The Agreement previously has been amended on June 20, 2023 by a First Amendment.

City and Consultant agree as follows:

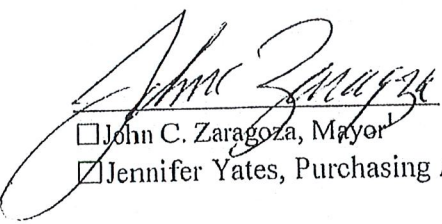
1. The references to the "Scope of Services Exhibit A-1" everywhere that term is listed both on the Cover Page of the Agreement and in the Agreement are hereby amended to "Scope of Services Exhibit A-2." The "Scope of Services Exhibit A-1" is hereby disincorporated; instead, the "Scope of Services Exhibit A-2" is attached hereto and incorporated herein by this reference.
2. In Section 6 of the Cover Page of the Agreement, the amount "\$200,000" is deleted and replaced with "\$316,140".
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
Corporation

ATEN DESIGN GROUP, INC., a Colorado

 7-18-23
☐ John C. Zaragoza, Mayor¹ Date

☐ Jennifer Yates, Purchasing Agent³

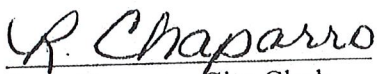
Justin Toupin, CEO²,

Date

⁴

Date

ATTEST:

 7/18/23
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 6/20/2023
Stephen M. Fischer, City Date
Attorney (always required)

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

²

³ The Purchasing Agent may execute any authorized agreement up to \$200,000.

⁴ The City requires the following for any contract:

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

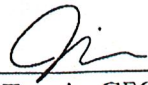
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

CITY OF OXNARD
Corporation

ATEN DESIGN GROUP, INC., a Colorado

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent³


Justin Toupin, CEO², 6/26/2023
Date

⁴ Date

ATTEST:

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

APPROVED AS TO FORM:


Stephen M. Fischer, City 6/20/2023
Attorney (always required) Date

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

²

³ The Purchasing Agent may execute any authorized agreement up to \$200,000.

⁴ The City requires the following for any contract:

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- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT A-2

Strategy and User Research Up to 100 Hours of Budgeted time <i>Started August 2022</i>		\$16,500 Budget Total
June 2023 - Add additional 5 Hours of project time		June 2023 Additional Budget Total: \$825
Discovery	Aten will review extant discoveries leading up to this project. Aten will conduct ongoing collaborative research and exploration to fully understand the history of the project as well as core challenges and opportunities for the City of Oxnard's website. The City will provide Aten interviews with appropriate staff members in the IT and Communications Department to provide background on the website. The City will provide Aten with view-only access to 1) the backend of the current website and 2) Matomo website analytics account in order for Aten to provide a robust analysis that will be presented to the city.	
Stakeholder Surveys	Aten will create questionnaires for the City to distribute in order to help provide baseline guidance on the community's wants / needs. This will include both a paper and digital format. Aten will collect, quantify and analyze the questionnaire results as part of their research for the City that will be presented to the City. These findings will drive design discussions and decisions.	
Personas	Aten will develop key personas based on Focus Group findings and other documentation. City will review, edit and approve these personas.	
Task Analysis	Once personas are defined, the teams at Aten will define the most common and impactful real-world tasks those users will perform on the website.	

	Aten will use this list as a framework for prioritizing information architecture work. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager to these task lists.
Technical Audit	In order to have a complete understanding of the functionality, and user journeys of the City's website, Aten will conduct platform walkthroughs, ongoing collaborative research, and exploration to fully understand the core development challenges and opportunities ahead. Aten will also research and recommend the best way to produce Spanish translation services for all content on the City's website. The Aten team will also review any third-party apps and widgets that the City uses on its current website and provide recommendations for accommodating these services (or replacing them) in the new web design. Aten will also review the backend materials on the current City website, and propose an action plan for the City to migrate selected content to the newly designed website. This includes identifying old content and raising the recommendation for archiving and/or removing content that has not been touched in years.

Workshops Up to 60 Hours of Budgeted time <i>September - October 2022</i>	\$9,900 Budget Total
Workshops (4)	Aten's strategy and design workshops fall into three categories: • Discovery Workshops • User Empathy Workshops • Design Workshop At least four workshops/exercises will be scheduled by mutual agreement during the engagement. For more information on Aten's workshops, please see page 41 of the technical proposal.

INFORMATION ARCHITECTURE Up to 140 Hours of Budgeted time <i>Started December 2022</i>		\$23,100 Budget Total
June 2023 - Add additional 112 hours of project time		June 2023 Additional Budget Total: \$18,480
July 2023 - Add additional 34 hours of project time		July 2023 Additional Budget Total: \$5,610
Navigation Structure	Based on goals and users needs, Aten will clearly document the intended website structure and interactions in a hierarchical Sitemap. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final navigation structure.	
Wireframes	Aten will provide simple, gray-box wireframes that will suggest content hierarchy and high-level layout, guiding design and development efforts. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.	
Technical Plan	In collaboration with the development team, Aten will create an effective technical approach for the project. This plan will cover content generation and entry, Wordpress data structures (post types), user roles & permissions, user workflows, and define website features as well as technical approach. The approved migration of content will also be featured in this plan. Aten will assign roles to both the City staff and its internal team to ensure content migration is done in an easy manner with clear direction provided to all parties involved in the process. This will provide City staff with a clear roadmap on how to prioritize information that needs to be migrated and complete it in a manner that is clearly and concisely understood by the Aten team.	

	Both Aten and the City participate in backlog grooming during this phase. It will be reviewed and reprioritized throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager. The approved technical plan will be used to build a sprint plan for all development phases.
Scope Review	Informed by collaborative discovery and the requirements in the Scope of Work, Aten will create a prioritized list of requirements and granular tasks for their design team to complete. This is a budget control checkpoint and will mitigate risk throughout development. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City's Chief Information Officer, and will secure final approvals by the City Manager.
Web Hosting Service Provider	Aten will work with the City to establish the Account Support Tier and Hosting Plan with Pantheon. Aten will establish direct communication between the City Manager's Office, its Chief Information Officer/IT Department and Pantheon. Aten will create a WordPress instance on the Pantheon platform. Aten will also provide guidance to the City on when to commence the contract with Pantheon and will consider the City's 8-week procurement timeframe in order to be cost-effective with the website development budget. The City will manage the Pantheon account and oversee the roles and permissions. The City will add Aten as a supporting organization to its Pantheon account, which will provide access to Aten's developers.

	Each Aten team member will be pre-approved by the City's Chief Information Officer, or their delegate, to have this access, and will receive a unique Pantheon user ID and password intended for their own use only. The Aten team members will not share, disclose, record (written & verbal) or reuse their Pantheon credentials. The level of access granted to an individual will be the minimum required to perform their assigned role and responsibilities. Once the City signs a contract with Pantheon, Aten will support the City's account set-up and work to establish it to complement the recommended design for the City's website.
Translation Services	Aten will work with the City to identify the best translation tool to be hosted on the website. Aten will ensure that the design team will produce materials that can easily be translated by incorporating this tool into the final work product. The City will pay for the translation service (if recommended) and ensure that Aten has access to any paid account services for design purposes.
Additional Services (June 2023)	• Finalizing sitemap and content model • Technical plan, backlog building MVP sizing • Content mapping existing sitemap to new sitemap and content model
Additional Services (July 2023)	• Creating backend guides to pagenameing and creating new pages • Developing guidelines for managing content

RESPONSIVE & ACCESSIBLE DESIGN Up to 120 Hours of Budgeted time <i>Started February 2023</i>		\$19,800 Budget Total
June 2023 - Add additional 20 Hours of project time		June 2023 Additional Budget Total: \$3,300
Design Exploration	Aten will use research from the discovery phase and guidance by Oxnard's brand guidelines to establish a foundation for the design.	

	Aten will look at typography, use of color and imagery, and specific user interface elements – outside the confines of a specific Layout. Aten will also ensure ADA compliance during design exploration and also consider the need for the use of a Spanish translation tool to support the final design during the exploration phase The Aten team will also incorporate any third-party apps and widgets into the design recommendations. The City will pay for third party apps and widgets licensing costs.
Design Direction	Aten will expand on the initial Design Exploration, establish typographic scale, visual hierarchy, navigation patterns, and grid structure with full-fidelity page mockups for key pages in both desktop and mobile. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure.
Design System	With design established, Aten will develop a design system and style guide that clearly documents design direction and provides a guideline for extending design throughout your website. At this time, the Aten team will discuss progress with the City's current task of identifying the number of pages to migrate content to the new system. The City will identify an estimated update of content that needs to be migrated during this phase. The City's Project Manager (Communications Manager) will review and provide edits and changes recommended by the City Manager. The City Manager will approve the final wireframe structure. Any changes to the design and its system that results in a change order by Aten to the project must be approved by the City's Project Manager (Communications Manager), or their delegate.
ADA Compliance Review	Aten will ensure the proposed design meets ADA compliance and addresses the best practices released by the U.S. Department of Justice in March 2022 https://beta.ada.gov/web-guidance/
Additional Services	• Design comps for 6 additional pages

(June 2023)	Internal strategist support & collaboration during the remainder of the design phase
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Agile Development Sprints Up to 550 Hours of Budgeted time <i>Started April 2023</i>		\$90,750 Budget Total
June 2023 - Add additional 45 hours of project time		June 2023 Additional Budget Total: \$7,425
July 2023 - Add additional 428 hours of project time		July 2023 Additional Budget Total: \$70,620
Planning	At the outset of each sprint, each user story is clearly documented, along with estimates and acceptance criteria developed by Aten and approved by the City's Project Manager (Communications Manager).	
Daily Standup	The Aten team follow Agile Scrum methodologies and host daily standups to review yesterday's progress, confirm tickets on-deck for today, and identify any blockers. Aten will provide weekly project status updates, either via video meetings or email, to identify progress and any challenges that may need to be addressed in the week ahead. Aten will clearly define what the City needs to provide and approve during these weekly status updates in order to ensure that the project remains on time and on budget.	
Cross-Functional Development	The Aten team will follow modern best practices for backend and frontend web development. More specifically, Aten will adhere to community coding standards and follow SMACSS modular development guidelines for CSS.	
QA/Testing	Each ticket moves through two distinct QA stages in the workflow: one for internal review (Aten), another for client Approval (City). Aten will ensure during this stage that the website is functional tested	

	for quality assurance for items including: • Browser support • Operating systems • Screen resolutions including responsive for mobile • Assistive technologies • Color blindness • Text sizing The City's Project Manager (Communications Manager) will review and provide edits and changes prior to approval.
Retrospectives	Retros are an important component of Agile. We invite clients to fully participate in each retrospective, an open conversation about what worked well and what could be improved for each sprint. The City's Project Manager (Communications Manager) will participate and invite any additional staff members (as needed) to participate in retrospectives at the end of each sprint.
Additional Services (July 2023)	• Tracking legal requirements • Ad-hoc support from the Strategist throughout development • iframe embed format for multiple maps • Additional post types, beyond original of 10 in scope • Sitewide notification/alert functionality • User role & permission management sitewide • Custom plugins for community development department • Estimated hours for custom plugins for other departments • Configure New Relic on Pantheon • Additional time to advise and document security and tech requirements as requested by City's Chief Technology Officer • Additional accessibility & QA work needed based on expanded scope of development

TRAINING & LAUNCH Up to 60 Hours of Budgeted time <i>Estimated Fall/Winter 2023-24</i>		\$9,900 Budget Total
Launch Preparation	The Aten team will polish development features, crawl the site for 404 errors, and conduct final performance tests. The Aten team will provide high-level recaps to the City's project manager during this two-week period to report both progress and/or significant issues that arose the steps the team took to mediate them.	

Finalize Training Documentation	Aten will provide: • documentation in the form of inline help text, shared documents, and video capture will be created and shared with the City during all phases of development. Aten will curate and organize documentation so it can be easily understood by content editors that only occasionally use the Wordpress authoring interface.
Training Workshop	Relevant Aten personnel will conduct training sessions to help so the City's core web team and regular content editors understand the new system well enough to provide training to future editors.
Launch	Upon the City Manager or delegate's formal launch written approval, Aten will provide final deployment to production and perform DNS switch. Aten recommends a preview launch (e.g. https://preview.oxnard.org/), which allows the City to show the site to residents and businesses without replacing the current website. This allows the Aten team to continue to work in partnership with the City to ensure a smooth transition from the old website to the new. Aten will work with the web host provider to address any site outages. Aten operates from 8 a.m.–5 p.m. MT, Monday–Friday, has a same day response SLA, and will provide a timeline to resolution within one business day. For major outages, the City will have multiple direct contacts with Aten, including video and phone contacts, to ensure prompt response and service.
Warranties and Representations	Aten will provide post-site launch warranty support for a 30-day period starting on the first day that the City's new website is available to the public and ending on the 30th calendar day. Post-launch warranty services are limited to site functionality that fails to perform as designed, agreed upon, tested, and accepted by the City during the implementation. At the conclusion of the post-launch warranty period, at the City's

	request, Aten will refresh the Pantheon hosted development and test environments using a current copy of the production site. Prior to refreshing, an archive backup of the original development and test environments will be taken and saved with a retention period defined by City. All post-launch production changes made by Aten will adhere to the City's change control process.
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Project Management July 2023 - Add additional 161 Hours of project time to support additional services	July 2023 Additional Budget Total: \$26,565
	• Client (Oxnard) & internal meetings + project management (25% of total)

Contingency July 2023 - Add additional 81 Hours of project time	July 2023 Additional Budget Total: \$13,365
	• Contingency Budget (10% of total)

ON CALL SERVICES <i>Estimated Fall/Winter 2023-24</i>	Hourly rate \$165
Post-Site Launch	Aten will be available for post-site launch support as needed to work through various design needs and City requests for services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jackson Square Insurance Associates, INC. 75 Broadway Street, Ste. 202 San Francisco CA 94111		CONTACT NAME: Jude Winterhalter PHONE (A/C, No, Ext): (415) 890-6379 E-MAIL: jude@jsquareinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: HARTFORD UNDERWRITERS INS CO INSURER B: Socius Insurance Services INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 30104	
INSURED Aten Design Group 1615 PLATTE ST DENVER CO 80202-1581			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: ☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	57SBMAW0S3N	01/30/2023	01/30/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE		57SBMAW0S3N	01/30/2023	01/30/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ ☒ PER STATUTE ☐ OTHER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	57SBMAW0S3N	01/30/2023	01/30/2024	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional & Cyber Liability		ESL0039601028	01/23/2023	01/23/2024	Aggregate Limit 3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER City of Oxnard Attn: Insurance Compliance Reference No. P.O Box 100085 Duluth GA 30096	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jude Winterhalter
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THIRD AMENDMENT TO PROFESSIONAL SERVICES

This Third Amendment (“Third Amendment”) to the Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this day of June, 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Aten Design Group, Inc., a Colorado Corporation (“Consultant”). This Third Amendment amends the Agreement entered into on June 13, 2022, by City and Consultant. The Agreement previously has been amended on June 20, 2023, by a First Amendment and on July 18, 2023 by a Second Amendment.

City and Consultant agree as follows:

1. The references to the “Scope of Services Exhibit A-2” everywhere that term is listed both on Cover Page of the Agreement and in the Agreement are hereby amended to “Scope of Services Exhibit A-3.” The “Scope of Services Exhibit A-2” is hereby disincorporated; instead, the “Scope of Services Exhibit A-3” is attached hereto and incorporated herein by this reference.
2. In Section 5 of the Agreement, the date of “June 30, 2024” is deleted and replaced with June 30, 2026.
3. In Section 6 of the Cover Page of the Agreement, the amount “\$316,140” is deleted and replaced with “\$421,140”.
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
Corporation**

ATEN DESIGN GROUP, INC., a Colorado

☒ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent³

Justin Toupin, CEO², Date

,⁴ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

²

³ The Purchasing Agent may execute any authorized agreement up to \$200,000.

⁴ The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT A-3

STATEMENT OF WORK

This Statement of Work (the “SOW”) is made between Aten Design Group, Inc. (“Agency”, “Aten”, or “we”) and the client named on the foregoing cover page (“Client”, “Oxnard” or “you”) as of the date set forth on the foregoing cover page (the “SOW Date”), pursuant to the Professional Services Agreement (“PSA”) between said parties effective as of July 1, 2024 (the “PSA”). Capitalized terms that are not otherwise defined have the meanings given in the PSA. The parties agree as follows:

1. **SERVICES; PROCESS.** Agency shall provide strategy, design, and development services for Client’s digital platforms in order to maintain and grow Client’s digital presence. Agency will normally perform work from its office or the remote offices of its personnel during business hours. Work priority and scheduling will be established in conjunction with Client. Over the course of this engagement, Client will be given access to standard project management systems (e.g., Basecamp, JIRA, and/or Slack) for communicating, prioritizing, and organizing the work to be performed. An Aten project manager will be primarily responsible for planning, scheduling and otherwise coordinating work effort with you.
2. **KEY AREAS OF FOCUS.** Aten is a full service digital agency with core strengths in strategy, information architecture, user experience, design and open source development. This retainer engagement gives you, the Client, access to all disciplines within our agency. That said, we anticipate focusing primarily on the following areas during the course of this engagement:
 - ADA and WCAG 2.0 AA compliance
 - Custom web page designs
 - Feature enhancements
 - Urgent issues
 - Security updates
 - Monthly Plugin Updates

Aten will work on your Backlog in order of priority with said priority order determined by you.

3. **FEES; EXPENSES; PAYMENT.** You agree to pay us at the hourly rate of \$175, and to reimburse us for any expenses we incur on your behalf that you approve in advance. Invoices will be sent monthly in arrears, and Client will pay them within [30] days of receipt.
4. **ASSUMPTIONS.**
 - Aten agrees to ensure there are resources available for up to 25 hours per month for 24 months as directed by the Client’s team, starting from July 1, 2024 and proceeding through June 30, 2026.
 - Any hours to be accrued over 25 per month (“Overtime Hours”) will be scheduled by mutual written agreement and performed upon request, dependent on Contractor’s availability.
 - Our team is distributed across the continental United States. Individual team members are generally available during standard office hours, Monday through Friday, 9:00 AM to 5:00 PM, on their local time. After hours support is not provided as part of this engagement, but an emergency number is available in the event of a major site outage.
5. **TERM & TERMINATION.** This SOW commences as of the SOW Date and continues until June 30, 2026, unless earlier terminated pursuant to the terms of the Consulting Agreement.

(signature page follows)

EXECUTED as of the SOW Date.

ATEN DESIGN GROUP, INC.

CITY OF OXNARD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Third Amendment with Aten Design Group, Inc. for On-Call Services for Website Design

Finance & Governance Committee
June 11, 2024

Katie Casey, Communications Manager

Recommendation

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment with Aten Design Group, Inc. (Agreement No. 32400027) for on-call services for website strategy, design and development for an increase of \$105,000 for a total contract amount not to exceed \$421,140 and extend the term to June 30, 2026.

Background

- Following a Request for Qualifications, the City hired Aten Design Group in June 2022 to design and launch a new website
- Governor Newsom signed Assembly Bill (“AB”) 1637 into law on Oct. 8, 2023, which requires all cities and counties transition public facing websites to the .gov domain by January 1, 2029. The City used the redesign process to meet this government mandate while also creating a more functional, accessible and secure website.
- In May 2024, the City launched www.oxnard.gov, which replaced the obsolete www.oxnard.org website with a modern, easy to navigate design that meets current ADA and Web Content Accessibility Guidelines (WCAG) 2.1 standards, offers a seamless experience across desktop computers, cellphones and tablets, and complies with AB 1637.



Discussion

Over the past decade, various City departments launched independent microsites such as oxnardpd.org, oxnardhr.org, and oxnardrecrevents.com because the previous website design did not meet their needs.

Now that the main City website has been redesigned and transitioned to the .gov platform, City staff are working to bring all department microsites under the .gov umbrella.

Since the City lacks an internal website development team, it will utilize Aten's on-call services to:

- Maintain the current website and design custom web pages for various City departments based on their evolving needs and community requests.
- Transition all microsites to the .gov domain system in compliance with AB 1637.



Discussion

With the enhanced data and analytics capabilities of the new website, City staff will proactively work with Aten to develop features that address the community's needs. Aten will also build customized .gov pages for departments like Human Resources and Police, retiring their old microsites to ensure compliance with AB 1637.

Aten's on-call services contract will also ensure that the newly launched website maintains its usability, functionality, and security features for increased cyber resiliency and sustainability.

Aten's Scope of Work includes an hourly billing rate of \$175, with resources available for up to 25 hours per month for 24 months, from July 1, 2024, to June 30, 2026.

Recommendation

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment with Aten Design Group, Inc. (Agreement No. 32400027) for on-call services for website strategy, design and development for an increase of \$105,000 for a total contract amount not to exceed \$421,140 and extend the term to June 30, 2026.