

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



AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
June 11, 2024
Regular Meeting - 6:45 to 8:15 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 898 9114 2105
3. Passcode: 335221

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

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
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 Community Services, Public Safety, Housing & Development 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: Agreement for Fire and Police Department Annual Wellness Programs. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend City Council:

1. Approve and authorize the Mayor to execute Agreement No. 32400515 with Performance Wellness and Injury Prevention, LLC for a total amount not to exceed \$600,000 for a three-year term to provide a comprehensive annual wellness program for the Fire and Police Departments.

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

Contact: Alexander Hamilton, (805) 385-7700

2. Housing Department

SUBJECT: Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2024-2025. (10 minutes)

RECOMMENDATION: That the Committee recommend that the City Council:

1. Approve and authorize the Mayor to execute a one-year agreement with Mercy House for the provision of shelter and navigation center operations in fiscal year 2024 - 2025, in the amount not-to-exceed \$4,066,990;
2. Authorize the City Manager or designee to carryover unspent General Fund (101) previously allocated funding for FY 2023-2024 shelter operations to be used for FY 2024-2025 shelter operations in the amount of \$223,000;
3. Authorize the City Manager or designee to appropriate Permanent Local Housing Allocation funds (220) and recognize grant revenue in the amount of \$876,166 in FY 2024-2025; and
4. Authorize the City Manager or designee to appropriate California State grant funds (210) and recognize grant revenue in the amount of \$1,334,826 in FY 2024-2025.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Tugwyojj99Y>

Contact: Emilio Ramirez, (805) 385-8094

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING &
DEVELOPMENT COMMITTEE AGENDA REPORT**

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

DATE: June 11, 2024

TO: Community Services, Public Safety, Housing & Development Committee

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development 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 Community Services, Public Safety, Housing & Development

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
May 28, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair Bryan A. MacDonald called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing & Development 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 Bryan A. MacDonald, Member Oscar Madrigal, and Member John C. Zaragoza were present in person.

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 Community Services, Public Safety, Housing & Development Committee approve the minutes of the May 14, 2024 regular meeting as presented.

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

D. REPORTS

1. Police Department

SUBJECT: Ventura County Animal Services Agreement.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend to the City Council:

1. Approve and authorize the Mayor to sign a Service Level Request in the amount of \$2,647,277 for FY 24-25 for the fifth year of a five-year agreement (A-8151) with the County of Ventura to provide animal safety services.

Christopher Williams, Assistant Police Chief presented and answered the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Madrigal, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, 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 Bryan A. MacDonald adjourned the meeting at 6:51 p.m.

ROSE CHAPARRO
City Clerk

BRYAN A. MACDONALD
Chair



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: June 11, 2024

TO: Community Services, Public Safety, Housing & Development Committee

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

SUBJECT: Agreement for Fire and Police Department Annual Wellness Programs. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend City Council:

1. Approve and authorize the Mayor to execute Agreement No. 32400515 with Performance Wellness and Injury Prevention, LLC for a total amount not to exceed \$600,000 for a three-year term to provide a comprehensive annual wellness program for the Fire and Police Departments.

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

BACKGROUND

Currently, the Police and Fire Departments provide an annual wellness program for certain staff. The wellness programs provide, on a voluntary basis, comprehensive wellness/fitness evaluations in accordance with National Fire Protection Association (NFPA) 1582 standards and Police Officer Standard of Training (POST) guidelines. The contract for these services is competitively bid and the current agreement is set to expire on June 30, 2024.

DISCUSSION

The Purchasing Division released a Request for Proposal (RFP) 24-45 for the Police and Fire Wellness Program on February 1, 2024, with a proposal due February 29, 2024. RFP 24-45 received a total of three (3) proposals. Proposals were reviewed and evaluated by the Purchasing Division and the evaluation committee comprised of Police and Fire staff, and it determined that Performance Wellness and Injury Prevention, LLC was the highest-ranked proposer based on the scoring criteria listed in RFP 24-45. The Police and Fire Department wellness programs are voluntary joint labor/management programs designed to enhance department staff's physical and mental wellness while reducing actual and potential workplace injury. The program comprises two major components, which include physical fitness/therapy and annual medical examinations. This RFP was conducted for the "fitness" portion of the program. The program is guided by National Fire Protection Association (NFPA) 1582 and applicable Police Officer Standard of Training (POST) guidelines for Firefighter and Police Officer fitness.

STRATEGIC PRIORITIES

This agenda item supports the 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 the health of our community.

FINANCIAL IMPACT

Agreement No. 32400515 will commence on July 1, 2024, for a term of three (3) years. The estimated agreement value for the Fire and Police Departments is an annual not-to-exceed amount of \$90,000 and \$110,000 (respectively), for a combined total not to exceed value of \$600,000 over three years.

The annual wellness program costs are budgeted in the Fire and Police Department's General Fund Operating Budgets.

For Finance Use Only:

Fire Department General Fund (Org. 1012501 Obj. 53200)

Police Department General Fund (Org. 1012111 Obj. 53200)

Prepared by: Alexander Hamilton, Fire Chief, Rose Rodarte, Administrative Services Manager, Jaime Villa, EMS Coordinator

ATTACHMENTS

1. RFP #24-45 Police and Fire Wellness Program
2. Professional Services Agreement Performance Wellness 7.1.24
3. Presentation



City of Oxnard Request for Proposals

RFP #24-45

Police and Fire Wellness Program

Bid Close Date: 2/29/24 at or before 2:00 p.m. PT

**City of Oxnard
Purchasing**
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>
City Website: <https://www.oxnard.org/>

TABLE OF CONTENTS

A. SOLICITATION INTRODUCTION

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

B. PROPOSAL GUIDELINES

- Tab A – Proposal Checklist
- Tab B – Acknowledgement
- Tab C – Company Profile/ Experience
- Tab D – Scope of Services
- Tab E – References
- Tab F – Cost/Budget Narrative
- Tab G – Proposer Attachment

EXHIBITS

- Exhibit 1 - Agreement for Professional Services Example
- Exhibit 2 - Insurance Requirements
- Exhibit 3 - City of Oxnard Terms & Conditions

Attention Proposers: please complete Section Tabs A-G and upload as part of your bid response. Proposals must be submitted electronically at <https://www.publicpurchase.com>

All questions must go through the Public Purchase portal.

1.0 TIMELINE OF EVENTS

Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
February 1, 2024	Release of Solicitation
February 15, 2024	Last day for Questions by Proposers Proposer inquiries must be submitted online: Public Purchase website.
February 29, 2024	Submission of the Proposal is to be uploaded to the Public Purchase website at or before 2:00 p.m. PST
March 4-15, 2024	Review and evaluation of Proposals
Week of March 25, 2024	Proposer Presentations <i>(if necessary)</i>
April 2024	Agreement Development/Negotiations
June 4, 2024	City Council approval (if necessary, e.g., over \$200,000)
July 1, 2024	Contracted work begins

The above dates are tentative and are subject to change as necessary.

2.0 BACKGROUND OF THE CITY OF OXNARD

Oxnard, a vibrant and growing community of approximately 210,000 people, is located on the beautiful Southern California coast and is the most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

3.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation shall be for a period of up to three (3) years beginning, July 1, 2024 or effective upon signature of an Agreement by both parties, through June 30, 2027, unless terminated earlier. After the first year, and each year thereafter, the City shall have the option to extend the term pursuant to the Agreement, upon mutually acceptable services, cost adjustments, and the City requirements. There is no obligation by the City to purchase any specified amount of goods or services

4.0 INTRODUCTION

The City of Oxnard invites proposals from qualified contractors to conduct Physical Fitness Assessment and Physical Therapy consultation for the City of Oxnard Police and Fire Department Wellness Program.

5.0 EVALUATION METHOD

The Evaluation Committee will review and score only those proposals that are deemed responsive to this RFP and presented in the format as set forth in Tab A below. Failure to include any sections in the proposal may result in that proposal being deemed non responsive. During the scoring process, the Evaluation Committee may contact the Proposer's references or any other sources deemed relevant by the Evaluation Committee as part of their review of the Proposer's qualifications to perform the requested services or work. Selection will not be based on the lowest priced proposal, but will be based on the following criteria:

1. Proposer's ability and history in providing the requested services or work for public agencies of similar size, population, and need as the City. **10 points.**
2. Responsiveness of the proposal and the clarity and completeness of the proposed Scope of Work. **15 points.**

3. Demonstrated technical competence and experience to perform the services or work requested in the RFP. **15 points.**
4. Past record of performance of similar work or service as determined by all available information. This criteria will be based not only on the information contained within the proposal, but also by discussions with the Proposers and their references, as well as other relevant entities or individuals who have used the Proposer for similar work or services. **40 points.**
5. Cost Proposal. **10 points.**

Tab A – Proposal Checklist

Instructions:

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your table of contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Proposers that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**” may be found to be “non-responsive” and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail:

Phone:

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

- ☐ Tab A: Proposal Checklist (*this page*)
- ☐ Tab B: Acknowledgements
- ☐ Tab C: Company Profile/ Experience
- ☐ Tab D: Scope of Services
- ☐ Tab E: References
- ☐ Tab F: Cost/Budget Narrative
- ☐ Tab G: Proposer Attachment

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, _____ of _____
Printed Name of Agent/Officer **Name of Organization**

Hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____ Date: _____

Title of Agent/Officer: _____

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Insurance
- d. Conflict of Interest
- e. Governing Law
- f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new

company/firm/contractor, upon termination or expiration of this agreement for any reason; and

- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

PROPOSER'S RESPONSE:

2. Company overview and disclosure of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. **PROPOSER'S RESPONSE:**

b. **PROPOSER'S RESPONSE:**

c. **PROPOSER'S RESPONSE:**

d. **PROPOSER'S RESPONSE:**

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE:

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:

5. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Current Responsibilities
- b. Qualifications/Experiences
- c. Education
- d. Certifications/licenses, if applicable
- e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. ***PROPOSER'S RESPONSE:***

b. ***PROPOSER'S RESPONSE:***

c. ***PROPOSER'S RESPONSE:***

d. ***PROPOSER'S RESPONSE:***

e. ***PROPOSER'S RESPONSE:***

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Tab D - Scope of Services

Scope of Work- Fitness

Consultant will provide physical fitness assessment and physical therapy consultation to the City of Oxnard Fire and Police Department wellness program. One major fitness evaluation will be conducted annually with follow up fitness assessments on a triannual basis. Major fitness and triannual assessment shall include services as defined in the attached list of services.

Notwithstanding the NFPA 1583 “medical” recommendations or City specific administrative components of the Oxnard wellness program, Fitness assessments, and staff provided by the successful bidder (including health fitness coordinators/subject matter experts) shall at minimum meet the NFPA 1583 “2022 Standard on Health Related Fitness Programs for Fire Department Members” standards.

Bidders are permitted and encouraged to propose any additional levels of service program enhancements specific to the public safety disciplines covered by the RFP (eg: Law Enforcement Officer specific program enhancements/considerations).

Additional services or program enhancements proposed by a bidder are **in addition to, not a substitute for** the minimum scope of work outlined within this proposal.

To coordinate, implement or address areas of interest or concern, the successful bidder shall consult on a regular basis with relevant department committees, fire/LEO administration staff, and risk management staff. To facilitate these lines of communication, consultant will provide department(s) with, at minimum, a single point of contact/ designated liaison.

List of Services

1. Annual fitness evaluations encompassing strength, flexibility, endurance, aerobic capacity, and body composition.
2. Follow up fitness planning/individual program and self-assessment plan(minimum standard NFPA 1583, Chapters 6, 7, and 8)
3. Triannual fitness assessment to review individual exercise programs progress.
Assessment should include but not be limited to:
 1. Review of current exercise program
 2. Review of performance of the self-assessment
 3. Review of any individual data/analytics performed by consultant
 4. Review of changes to health condition with modification to program as needed
4. Training on new exercise and equipment
5. Access to dietary and nutritional counseling
6. Physical therapy consultation
7. Injury prevention screening evaluations
8. Annual consultation with department representative's for program administration, review of assessments and schedule planning

9. Subject matter expertise and partnership with departments for fitness program Continuous Quality Improvement (CQI)
10. Recommendations regarding firefighter/police officer health, safety, and injury prevention
11. Evaluation and record retention
12. Assessment of recruit firefighter and police officer candidates (pre-academy)
13. Education and in class presentation to firefighter and police officer trainees as requested by departments on the subject of fitness and injury prevention
14. Annual fitness newsletter

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

PROPOSER'S RESPONSE:

Tab E - References

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	

Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE:

Tab F - Cost Proposal/Budget Narrative

In this section, please include a Cost Proposal. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

- a) Provide standard billing rates for all services that will be provided.
- b) Describe reimbursable reasonable expenses and costs.
- c) Provide the maximum (not-to-exceed) cost of the entire scope of services.

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Proposer’s Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

PROPOSER’S RESPONSE: Located in “Attachment 1”

2. Proof of non-profit status, if applicable

PROPOSER’S RESPONSE: Located in “Attachment 2”

Tab G - Any response that Proposers are finding difficulty pasting into the “Proposers Response” boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Proposer’s response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1		
Attachment 2		
Attachment 3		
Attachment 4		
Attachment 5		
Attachment 6		
Attachment 7		
Attachment 8		

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PERFORMANCE WELLNESS & INJURY
PREVENTION, INC.**

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

1. SUMMARY DESCRIPTION OF SERVICES.

Conduct Physical Fitness Assessment and Physical Therapy consolation for the City of Oxnard Police and Fire Department Wellness Program.

2. PARTIES.

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

Performance Wellness & Injury Prevention Inc. ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 1633 Pacifica Ave., Suite 141, Oxnard, CA 93030.

3. TERM OF AGREEMENT: From: 7/1/2024 To: 6/30/2027

3.1 Time is of the essence in this Agreement.

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

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

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

4. AGREEMENT AMOUNT NOT TO EXCEED: \$600,000.

5. AGREEMENT EXHIBITS.

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

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

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative
Fire Department

Name: Jaime Villa
Title: EMS Coordinator
Phone: (805) 385-8361
Email: Jaime.Villa@oxnard.org
Mailing: 360 W. Second Street
Oxnard CA 93030

CONSULTANT Designated Representative

Name: Jim Magnusson
Title:
Phone: (805) 272-5869
Email: Performancewip@gmail.com
Mailing:

Police Department

Name: Michael Thomas
Title: Police Sergeant
Phone: (805) 385-8300
Email: michael.thomas@oxnard.org

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the CITY Attorney, then executed

by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

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

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

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

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

8. CONSULTANT'S SERVICES.

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

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

9. COMPENSATION.

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

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such

invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

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

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

10.3 CONSULTANT's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by CONSULTANT and its employees, agents and Subcontracted CONSULTANTS.

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

11. OPTION TO EXTEND AGREEMENT.

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

12. MODIFICATION OF AGREEMENT.

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

13. TERMINATION OF AGREEMENT.

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

14. INDEPENDENT CONTRACTOR

CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its employees or agents shall have control over the conduct of CONSULTANT or any of its employees, except as stated in this Agreement. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting CONSULTANT. This Agreement shall not be interpreted to prevent or preclude CONSULTANT from rendering any services for CONSULTANT's own account or to any other person or entity as CONSULTANT in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

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

15. LAWFUL PERFORMANCE.

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

16. SAFETY REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's

Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

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

20. NOTICE.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted

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

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

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

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

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

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

23.5 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

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

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

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

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

27. CONFLICT OF INTEREST

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

Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by CONSULTANT may result in termination of this Agreement by the CITY.

28. [RESERVED] -

29. DISPUTES.

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

30. DISPUTE RESOLUTION.

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

31. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by CONSULTANT in preparing its billings to CITY as a condition precedent to any payment to CONSULTANT; or for other purposes relating to the Agreement. CONSULTANT will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit CONSULTANT for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, CONSULTANT shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. CONSULTANT shall maintain all such records in CITY or

to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. CONSULTANT shall include a copy of this Section in all contracts with its subcontractors, and CONSULTANT shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

32. ADVERTISING AND PUBLICITY

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

33. 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.

34. FORCE MAJEURE.

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

35. GOVERNING LAW.

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

36. SEVERABILITY.

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

37. INTEGRATED AGREEMENT.

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

38. NO THIRD-PARTY BENEFICIARY.

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

39. AUTHORITY TO EXECUTE.

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

40. EXECUTION – COUNTERPARTS.

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

41. INCONSISTENT OR CONFLICTING TERMS.

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

42. CAPTIONS AND HEADINGS.

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

43. ACKNOWLEDGEMENT.

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

[Signatures on next page]

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

CITY OF OXNARD

[CONSULTANT]

☒ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

Phil Long Date
President/Owner

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

EXHIBIT A

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Performance Wellness & Injury Prevention Inc.)

SCOPE OF SERVICES

Scope of Work- Fitness

The CONSULTANT will provide physical fitness assessments and physical therapy consultation to the City of Oxnard Fire and Police Department wellness program. One major fitness evaluation will be conducted annually, with follow-up fitness assessments on a triennial basis. The major fitness and triennial assessments shall include services as defined in the attached list of services.

Notwithstanding the “medical” or department specific administrative components of the program, Fitness assessments, and staff (including health fitness coordinators/subject matter experts) shall at minimum meet the NFPA 1583 standards (fire department).

To coordinate, implement or address areas of interest or concern, the CONSULTANT will consult on a regular basis with relevant department committees, fire administration staff, and risk management staff. To facilitate these lines of communication, consultant will provide department with, at minimum, a single point of contact/ designated liaison.

List of Services

1. Annual fitness evaluations encompassing strength, flexibility, endurance, aerobic capacity, and body composition.
2. Follow up fitness planning/individual program and self-assessment plan(minimum standard NFPA 1583, Chapters 6, 7,and 8)
3. Triannual fitness assessment to review individual exercise program progress. Assessment should include but not be limited to:
 - a. Review of current exercise program
 - a. Review of performance of the self-assessment
 - b. Review of any individual data/analytics performed by consultant
 - c. Review of changes to health condition with modification to program as needed
2. Training on new exercise and equipment
3. Access to dietary and nutritional counseling
4. Physical therapy consultation
5. Injury prevention screening evaluations
6. Annual consultation with department representatives for program administration, review of assessments and schedule planning

7. Subject matter expertise and partnership with departments for fitness program Continuous Quality Improvement (CQI)
8. Recommendations regarding firefighter/police officer health, safety, and injury prevention
9. Evaluation and record retention
10. Assessment of recruit firefighter and police officer candidates (pre-academy)
11. Education and in class presentation to firefighter and police officer trainees as requested by departments on the subject of fitness and injury prevention
12. Annual fitness newsletter

Fitness Protocol

Annual Fitness Review – Fire Department

Annual Fitness reviews should take place during the first quarter of the year or at the earliest convenience of the firefighter should they miss their annual exam.

The review will consist of:

1. In addition to live, in-person feedback during the testing procedure, an electronic review/document with a video describing recommendations to help the firefighter meet their goals and improve any areas of wellness/fitness that need to be addressed will be emailed to each firefighter.
2. Review of the current exercise program and the firefighter's goal for the next 4 months.
3. Review of changes in medical history and modifications of exercise program as necessary.

If any medical condition has changed since the last review, the physical therapist will direct any questions regarding the performance of exercises to the treating physician, and the physician performing the annual wellness physical.

Follow-up Fitness Planning

Should the need occur to have additional planning or counseling, follow-up fitness planning can take place.

Fitness counseling will take into account areas that need to improve and evaluation of current exercise program with alternative strategies to maintain interest.

They will be asked to schedule an appointment for fitness counseling at that time.

Tri-Annual Fitness Review – Fire Department

Fitness reviews may take place on a tri-annual basis. The reviews should take place every four months with the third 'review' being part of the Annual Fitness Assessment.

The review will consist of:

1. Review of the current exercise program.
2. Review or performance of the Self-Assessment Protocol.
3. Review of changes in medical history and modifications of exercise program as necessary.

If any medical condition has changed since the last review, the physical therapist will direct any questions regarding exercise performance to the treating physician and the physician performing the annual wellness physical.

Training on New Fitness Equipment

Training on new equipment in the past has taken place during the Quarterly Fitness Assessments. The Assessments will take into account the new equipment or exercise and integrate it to allow performance under supervision. This service is provided at no cost as long as it is part of the quarterly program.

Dietary Counseling

Dietary counseling may take place quarterly. The Registered Dietician/Nutritionist will meet with the firefighter at a mutually agreed-upon time and place.

The review will consist of:

1. Review of the current dietary history
2. Review current nutritional needs.
3. Provide a dietary plan to follow to accomplish the firefighter's goals

The Dietician/Nutritionist will direct any questions regarding the health-related issues to the treating physician and/or the physician performing the annual wellness physical.

Physical Therapy Consultation

Physical Therapy consultation may take place whenever a firefighter has an question/issue regarding their physical fitness level, strength or flexibility. The Licensed Physical Therapist will meet with the firefighter at a mutually agreed upon time at either the Fire Station or Spine and Sport Physical Therapy office.

The review will consist of:

1. Review of the current health history
2. Review current issue.
3. Provide a plan to follow to address the firefighter's goals

The Physical Therapist will direct any questions regarding the health-related issues to the treating physician, and/or the physician performing the annual wellness physical.

Annual Consultation with Department Representative for Program Administration-Statistical Review of Annual and Quarterly Assessments

Fire Department

Annual consultation will take place to review the current status of the Wellness/Fitness Program. The meeting will take place under the direction of the Fire Department Administration. The Wellness Program Coordinator will provide statistics and compare them with department statistics in an effort to assess the program's effectiveness at meeting the needs of the firefighters.

Police Department

The training Sargent will coordinate consultation services with Performance Wellness and Injury Prevention on an as needed basis. The current program calls for recertification every 2 years and meeting with officer's post academy. During this meeting navigation of policy 1032.7 will be discussed.

Partnership with Department Quality Improvement for the Wellness/Fitness program

Annual consultation will take place to review the current status of the Wellness/Fitness Program. The meeting will take place under the direction of the Fire Department Administration. The Wellness Program Coordinator will provide statistics and compare with department statistics in an effort to assess the program's effectiveness at meeting the needs of the firefighters

Injury Prevention Screening

Physical Therapy injury prevention screening may take place whenever a firefighter has a question/issue regarding a potential for injury. The Licensed Physical Therapist will meet with the

firefighter at a mutually agreed upon time and place to discuss ways to avoid injury and improve job/exercise performance.

Continuity of Evaluations and Record Retention

All records will be kept at our Corporate office location at 55 Rio Via Oak View CA, 93022. Electronic results will be kept as well onsite for a period of 7 years in compliance with regulations regarding medical records.

Annual Wellness Newsletter

If requested following completion of Annual Tests, a Newsletter will be created and distributed to the Department Administration for general distribution to the firefighters. The newsletter will provide a review of annual test results by age group and nutritional information as well as information from the medical director of the program. An example of the newsletter is available upon request.

Assessment of recruit firefighters (pre-academy)

An Annual Fitness Assessment test will be performed with modifications to assess lifting, carrying, and pulling capacity on all recruits. The test should be performed at least 6 weeks prior to the initiation of the academy. The test results will be forwarded to the Training Chief. Recruits will also be given results upon request. Recommendations will be made to help the firefighter meet their goals and improve any areas of Wellness/Fitness that need to be addressed prior to the academy. This includes an exercise program to address physical demands of the academy (injury prevention).

Education and in class presentation to firefighter and police officer trainees as requested by departments on the subject of fitness and injury prevention

As requested by each department, Performance wellness and injury prevention will provide classes on the subject of fitness and injury prevention. Classes will be held at a location mutually agreed upon by each department.

Bridge Athletic Performance Training App

Bridge Athletic Performance Training App Is a state-of-the-art training platform designed for the tactical athlete. The platform utilizes advanced algorithms and sports science to create custom personalized workouts for specific needs and goals of the tactical athlete. The app offers instructional videos to allow for easy performance of exercise prescription. The platform allows for

our tactical strength and conditioning specialist to monitor progress, provide feedback, and adjust programs as needed for individualized goals. Programs provided are science based and designed to improve the on-the-job performance of the tactical athlete. The program is offered on a monthly basis to allow for periodic changes to enhance performance. Due to the high intensity requirements of the tactical athlete, this training program will assist in maintaining and enhancing levels of performance required in fire department occupation.

EXHIBIT B
CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Performance Wellness & Injury Prevention Inc.)

SCHEDULE OF COMPENSATION

The fees associated with the Fitness Assessment are listed below:

Annual Fitness Evaluation Test Initial Fitness Planning is included in the cost	\$350
Follow-up Fitness Planning	\$90
Tri Annual Fitness Assessments Includes Review of current exercise program, self-assessment protocol/program, and review of medical history and exercise modification	\$90
Training on new Fitness equipment and or exercises included during Tri Annual Fitness Assessments	No Charge
Dietary/Nutritional Counseling	\$90
Physical Therapy Consultation	\$90
Annual Consultation with Department Representative for Program Administration-Statistical review of Annual and Quarterly Assessments	\$90
Partnership with Department Quality Improvement for the Wellness/Fitness program	No Charge
Injury Prevention Screening	No Charge
Continuity of Evaluations and Record Retention	No Charge
Annual Wellness Newsletter	\$250
Assessment of Recruit Firefighters (pre-academy) Includes program to address physical demands of the academy (injury prevention)	\$350
**Bridge Performance Training and App	\$8,250

Upon approval by city representatives, the App will be offered to CITY department employees participating in the wellness program. An Annual One-time payment for access to Level 1, Level 2, or Level 3 basic training program for one month. After the first month's one-time payment, any continued use of the Bridge Performance Training App will be the financial responsibility of the employee. In no event shall the department be obligated to procure the Bridge Performance Training and App or be a required part of this fitness program.

EXHIBIT C

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Performance Wellness & Injury Prevention, Inc.)**

INSURANCE REQUIREMENTS

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

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample.

Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed. Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

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

INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to. coverage. ☐ Per Occurrence ☐ Per Claim (which)		
Telephone: _____			
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____	
		Address: _____	
		Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as Insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers, or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This Insurance applies separately to each Insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an Insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this Insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary Insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
		☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			

EXHIBIT D

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Performance Wellness & Injury Prevention, Inc.)**

LIVING WAGE POLICY

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

A. CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022**

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Performance Wellness & Injury Prevention, Inc.)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. CONSULTANT shall perform the Project as a public work. CONSULTANT shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.
3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. CONSULTANT shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. CONSULTANT shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. CONSULTANT shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT

and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

12. CONSULTANT shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. CONSULTANT shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. CONSULTANT shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

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

Agreement No. 32400515 for Fire and Police Department Annual Wellness Programs

Community Services, Public Safety, Housing &
Development Committee
June, 11, 2024

Alex Hamilton, Fire Chief
Fire Department

That the Community Services, Public Safety, Housing & Development Committee recommend City Council approve the Mayor to execute Agreement No. 32400515 with Performance Wellness and Injury Prevention, LLC to provide a comprehensive annual wellness program for the Fire and Police Departments.

1. The Police and Fire Department Wellness Programs are voluntary joint labor/management programs designed to enhance department staff's physical and mental wellness while reducing actual and potential workplace injury.
2. This Agreement is for the “fitness” portion of the program.
3. The comprehensive wellness/fitness evaluations are in accordance with National Fire Protection Association (NFPA) 1582 standards and Police Officer Standard of Training (POST) guidelines.



1. The current contract for these services is set to expire on June 30, 2024.
2. The Purchasing Division released a Request for Proposal (RFP) 24-45 for the Police and Fire Wellness Program on February 1, 2024, with a proposal due February 29, 2024. RFP 24-45 received a total of three (3) proposals.
3. Performance Wellness and Injury Prevention, LLC was the highest-ranked proposer based on the scoring criteria listed in RFP 24-45.

1. Agreement No. 32400515 will commence on July 1, 2024 for a term of three (3) years.
2. The estimated agreement value for Fire and Police Departments is an annual not-to-exceed amount of \$90,000 and \$110,000 (respectively), for a combined total not to exceed value of \$600,000 over three years.
3. The annual wellness program costs are budgeted in the Fire and Police Department's General Fund Operating Budgets.



QUESTIONS?



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: June 11, 2024

TO: Community Services, Public Safety, Housing & Development Committee

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

SUBJECT: Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2024-2025.
(10 minutes)

RECOMMENDATION

That the Committee recommend that the City Council:

1. Approve and authorize the Mayor to execute a one-year agreement with Mercy House for the provision of shelter and navigation center operations in fiscal year 2024 - 2025, in the amount not-to-exceed \$4,066,990;
2. Authorize the City Manager or designee to carryover unspent General Fund (101) previously allocated funding for FY 2023-2024 shelter operations to be used for FY 2024-2025 shelter operations in the amount of \$223,000;
3. Authorize the City Manager or designee to appropriate Permanent Local Housing Allocation funds (220) and recognize grant revenue in the amount of \$876,166 in FY 2024-2025; and
4. Authorize the City Manager or designee to appropriate California State grant funds (210) and recognize grant revenue in the amount of \$1,334,826 in FY 2024-2025.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Tugwyoji99Y>

BACKGROUND

Since January 2019, the City of Oxnard has operated a 110-bed, twenty-four hour a day shelter, which provides a safe place to sleep, shelter from the elements, meals, and sanitation and related services for individuals experiencing homelessness, at the former National Guard Armory on K Street (351 K Street). After being operated directly by Housing Department staff for five months, in June of 2019, the City of Oxnard procured the non-profit Mercy House to manage the navigation center.

The City Council has approved annual operation agreements with Mercy House since June 2019. The current agreement will expire on June 30, 2024.

DISCUSSION

Staff remains committed to the continued service of the Oxnard Navigation Center. Mercy House has

performed well in its duty to serve the homeless population in Oxnard. Staff proposes to extend the operating agreement for another year for the period ending June 30, 2025.

For fiscal year 2024-2025, the navigation center's projected annual operating cost is \$4,066,990. This is inclusive of a one-time cost of \$200,000 for the purchase of two passenger shuttles to reinstate the shuttle transportation program at the shelter, as well as \$252,000 of temporary costs for the outdoor restroom, laundry, and shower trailer facilities that are currently utilized by the shelter at its temporary K Street location. These temporary facility costs will be removed from the operating budget once the shelter moves to its new permanent location at Casa de Carmen, located at the intersection of Second Street and B Street (241 West Second Street).

This operating cost for fiscal year 2024-2025, will be financed by a combination of PLHA grant funding, General Fund, and a special allocation from the State of California. A \$5,000,000 special allocation from the State of California was provided directly from the State general fund to the City of Oxnard for the purpose of offering shelter and housing to the homeless population at the Casa Aliento HomeKey project (1245-1255 North Oxnard). However, the Casa Aliento project ended up not needing the funding, so Oxnard Housing staff requested Senator Bennett's office for permission to reallocate the special allocation for other homeless services in Oxnard, including the operation of the Oxnard Navigation Center. In FY 2023-2024, \$800,000 of this special allocation was used to fund Oxnard Navigation Center operations. For FY 2024-2025, staff proposes using \$1,334,826 of this special allocation to fund Oxnard Navigation Center operations, leaving \$2,865,174 to support future homeless services in Oxnard.

One of the proposed funding sources for the FY 2024-2025 shelter operations is a rollover of \$223,000 of General Fund funding that had been allocated to FY 2023-2024 Oxnard Navigation Center operations. During the course of FY 2023-2024, staff utilized \$223,000 of Emergency Solutions Grants – CARES Act (ESG-CV) funding to fund a portion of Oxnard Navigation Center operations. This allowed for the full utilization of ESG-CV grant funds awarded to the City of Oxnard, and allowed for \$223,000 appropriated from General Fund (101) to become unencumbered from Agreement Number 32400019 with Mercy House for FY 2023-2024.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The not-to-exceed cost of the Agreement for Fiscal Year 2024-2025 is \$4,066,990. Funding is as follows:

- \$1,100,000 General Fund (101) which has been committed by the City Council on an annual recurring basis
- \$400,000 of General Fund (101) one-time funding
- \$223,000 in General Fund (101) carryover funds from FY 2023-24 to FY2024-2
- \$1,334,826 from the State Grant Fund (210) special allocation from the California State Legislature
- \$1,009,164 from the State Housing Grant Fund (220) Permanent Local Housing Allocation (\$132,998 in existing FY2023-24 available appropriation plus FY2024-25 appropriation of \$876,166)

For Finance Use Only; General Fund (Org. 1018103 Obj. 53200), State & Local Grant Fund (Org. 2108101 Obj. 53200) Proj. TBD, State Housing LHTFP Fund (Org. 2208101 Obj. 53200) Proj. TBD

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Oxnard Navigation Center Operating Agreement
2. Mercy Operations Budget FY 2024-2025
3. Navigation Center Powerpoint

AGREEMENT FOR PROFESSIONAL SERVICES

COVER PAGE

- (1) Agreement Start Date: July 1, 2024
- (2) Consultant: Mercy House
- (3) Services: Emergency Shelter and Navigation Center Operating Agreement
- (4) Schedule of Services: Shelter operation services shall be provided between July 1, 2024, and June 30, 2025, inclusive.
- (5) Agreement Ending Date: June 30, 2025
- (6) Total Agreement Amount: \$4,066,297.00
- (7) City's Project Manager: Emilio Ramirez, Housing Director
- (8) Consultant's Project Manager: Patti Long, Deputy Chief Executive Officer
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

<i>FOR CONSULTANT:</i> P. O. Box 1905 Santa Ana CA 92702 Attn: Patti Long	<i>FOR CITY:</i> 435 South "D" Street Oxnard CA 93030 Attn: Emilio Ramirez
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- (11) Contact Emails:

<i>CONSULTANT'S PROJECT MANAGER</i> pattil@mercyhouse.net	<i>CITY'S PROJECT MANAGER:</i> Emilio.ramirez@oxnard.org
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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-)

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: housing.grantsap@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 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 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.

- a) 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.
- b) 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.

- c) 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 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 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.
- 23) Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's

prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

- 24) Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.
- 25) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.
- 26) Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
- 27) Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
- 28) Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
- 29) Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
- 30) Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
- 31) Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
- 32) Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
- 33) No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist

on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

- 34) Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
- 35) Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received on
- a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or
 - b) the third business day following deposit in the United States mail, postage prepaid to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
- 36) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
- 37) Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[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

CONSULTANT

John C. Zaragoza
Mayor

Larry Haynes
CEO

ATTEST

Patti Long
DCEO

Rose Chaparro
City Clerk

APPROVED AS TO FORM

Stephen M. Fisher
City Attorney

SCOPE OF SERVICES EXHIBIT

Consultant will provide homeless shelter services to the City at the current shelter location at 351 South K Street in Oxnard from July 1, 2024 through June 30, 2025.

The specific areas in which the Consultant will provide services are

- 1) Operate and manage homeless shelter 24 hours a day, seven days a week
- 2) Provide supervision of shelter managers and staff
- 3) Deliver quality homeless shelter services for up to 110 participants per day
- 4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated
- 5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus
- 6) Collaborate with the City and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter
- 7) Develop a program and engage in fund-development for the future permanent year-round shelter operation.

These areas are detailed with more specificity below:

Shelter Operations: The services provided by Consultant will include the following deliverables:

- 1) Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds), with an objective of maintaining a minimum of at least seventy-five percent (75%) occupancy at all times, absent extraordinary circumstances.
- 2) Consultant will provide case managers and housing navigators, and will work with and participate in regular coordination meeting with local homeless social service agency staff to assist shelter participants.
- 3) Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.
- 4) Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
- 5) Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
- 6) Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants' health, hygiene and personal well-being.
- 7) Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
- 8) Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant's management.

- 9) Consultant will provide laundry service for bedding lines, towels, and client clothing, at an on-site facility which has been established for this purpose.
- 10) With respect to case management, Consultant will ensure that each client will be assigned a Housing Navigator who shall work with the client to create a pathway to permanent housing opportunities; in addition, each client will have a completed VAT assessment and be entered into the Coordinated Entry System (CES). Housing Navigators will assist clients to create a housing plan, including obtaining necessary documentation to move forward in the client's housing connection process. Case management will be provided daily or as necessary, for the purpose of housing navigation as well as linkages to benefits establishment, to community providers for substance abuse, primary and mental health care, and all other services needed to assist clients in reaching stabilization goals.
- 11) Consultant will provide a daily summary of Navigation Center operations that includes client enrollment, new intakes, referrals, and available beds.
- 12) Consultant will provide a monthly report related to City Council Five-Year Priorities Metrics; said report will indicate the number of clients served, the number of positive exits, and the number of exits into housing.
- 13) Consultant will assist shelter guests to travel to and from appointments and other necessary destinations during the duration of this Agreement. Consultant shall be responsible for all travel operating costs including ride-sharing.
- 14) Consultant will maintain required records in accordance with the Homeless Management Information System (HMIS), including recording case notes, and provide all required reporting for required funding sources, including City Metrics, HUD, and PLHA.

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that:

- 1) The future permanent year-round shelter is under development and anticipated to be operated at another site in Oxnard;
- 2) 2. Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter
- 3) 3. The current K Street Site may require certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation

Utilities: Consultant shall be responsible for payment of electricity, gas, telephone and internet utilities. City shall be responsible for payment of water, sewer, and refuse utilities. Consultant shall be responsible for ongoing rental cost of such restroom and shower facilities for the duration of this agreement. Consultant shall comply with any applicable living wage ordinance.

Fund Development: The parties recognize that additional funding resources will be needed in order to ensure sufficient resources and optimum funding for the current and future permanent-year shelter. Consultant agrees to pursue other funding and grant opportunities that may supplement the funding for the shelter.

RATES AND COSTS EXHIBIT

Compensation: For the term of this Agreement, City shall compensate Consultant a not-to-exceed total of \$4,066,990.00 for shelter operations.

Terms of Payment: Consultant shall invoice City 25% of the operating budget in the beginning of the contract year and flat fee invoices monthly according to the following for the single-site operating costs for all months from July 2024 through June 2025, inclusive. Consultant will reconcile and provide backup at the end of each quarter.

Operations Budget	\$4,066,990.00
Advance @ 25% + \$200,000 for shuttle vehicles	\$1,216,747.50
Balance	\$2,850,242.50
Flat Fee Monthly invoices, Balance divided by 12	\$237,520.20

BUDGET AND REPORTING EXHIBIT

Name of Agency: Mercy House

Location Address: 351 South K Street, Oxnard, CA 93030

Project Name: Oxnard Navigation Center

Budget Narrative: Operating costs for FY 2024-2025 will be financed by a combination of PLHA grant funding, State grant funds, and General Fund.

Budgeted Line Items: Total Budgeted Amount - Not to Exceed \$4,066,990.00. For the purpose of this agreement, the not-to-exceed budgeted amount for Fiscal Year 2024-2025 shall be \$4,066,990, consisting of the following elements:

Budget Category	Authorized Budget
Shelter Staff	\$2,048,475.00
Client Meals	\$650,250.00
Rentals (showers/laundry/toilet)	\$252,000.00
Security Guards	\$236,520.00
Shuttle Vehicles	\$200,000.00
Shelter Supplies	\$110,000.00
Utilities/Disposal	\$72,000.00
Shuttle Fuel and Maintenance	\$65,000.00
Shelter Maintenance	\$25,200.00
Animals/Veterinary	\$20,000.00
Insurance	\$15,000.00
Client Services Barrier Fund	\$10,000.00
Replacement Reserves	\$5,000.00
IT and Communication	\$5,000.00
Volunteer Expenses	\$1,000.00
Admin - General Expenses 10%	\$351,545.00
Total	\$4,066,990.00

Schedule of payment: Consultant shall invoice City once at the beginning of the contract for an advance payment and on a monthly basis for the single-site operating costs for all months from July 2024 through June 2025, inclusive.

INSURANCE EXHIBIT

FY 24-25		Operations	Onboarding: One time	Outdoor Restrooms	Shuttles	Total
City	July 1 - Dec 2024	1,807,495.00		\$126,000	\$200,000	\$2,133,495.00
City	Jan 2025 - June 2025	1,807,495.00		\$126,000		\$1,933,495.00
		3,614,990.00	\$0	\$252,000	\$200,000	\$4,066,990.00
Total City		\$4,066,990.00				
City Funding Sources (FY 24-25)						
General Fund	\$1,500,000					
CA Legislature Special Allocation	\$1,334,826.00					
PLHA	\$1,009,164					
Measure O/GenFund Rollover from 23-24	\$223,000					
	\$4,066,990.00					
Total Operations Budget July 2024 - December 2024						
Description	July - December 2024					
Operational Costs - Staffing	\$1,024,237.50					
Program and Facility Cost	\$607,485.00					
Program and Facility Cost - 6 months of outdoor trailers	\$126,000.00					
Administrative Costs - General Expenses - 10%	\$175,772.50					
Total Costs without shuttle purchases	\$1,933,495.00					
One-Time Costs - Two shuttles	\$200,000					
Total Costs with shuttle purchases	\$2,133,495.00					
Total Operations Budget January 2025 - June 2025						
Description	January - June 2025					
Operational Costs - Staffing	\$1,024,237.50					
Program and Facility Cost	\$607,485.00					
Program and Facility Cost - 6 months of outdoor trailers	\$126,000.00					
Administrative Costs - General Expenses - 10%	\$175,772.50					
Total Costs	\$1,933,495.00					

Total Operations Budget July 2024 - December 2024**Description****July - Dec. 2024**

Operational Costs - Staffing	\$1,024,237.50
Program and Facility Cost	\$607,485.00
Program and Facility Cost - 6 months of outdoor trailers	\$126,000.00
Administrative Costs - General Expenses - 10%	\$175,772.50
Total Costs without shuttle purchases	\$1,933,495.00
One-Time Costs - Two shuttles	\$200,000
Total Costs with shuttle purchases	<u>\$2,133,495.00</u>

Total Operations Budget January 2025 - June 2025**Description****Jan. - June 2025**

Operational Costs - Staffing	\$1,024,237.50
Program and Facility Cost	\$607,485.00
Program and Facility Cost - 6 months of outdoor trailers	\$126,000.00
Administrative Costs - General Expenses - 10%	\$175,772.50
Total Costs	<u>\$1,933,495.00</u>

Oxnard Navigation Center Operating Agreement

Emilio Ramirez, Director
Housing Department

Community Services, Public Safety, Housing & Development Committee
June 11, 2024

Current Shelter Operation

1. Since January 2019, the City of Oxnard has operated a 110-bed, twenty-four hours a day shelter, which provides a safe place to sleep, shelter from the elements, meals, sanitation, and case management services for individuals experiencing homelessness at the former National Guard Armory on K Street
2. After being operated directly by Housing Department staff for five months, in June of 2019 the City of Oxnard procured the non-profit Mercy House to manage the shelter and navigation center operations
3. On December 16, 2019, the City Council approved Agreement Number A-8194 with Mercy House covering shelter operations through June 30, 2020. That agreement was subsequently amended three times and expired on June 30, 2022

Current Shelter Operation (cont.)

4. On June 30, 2022, the City Council approved Agreement Number A-8474 with Mercy House covering shelter operations through the current fiscal year. That agreement expired on June 30, 2023
5. On June 20, 2023, the City Council approved Agreement Number 32400019 with Mercy House covering shelter operations through the current fiscal year. That agreement will expire on June 30, 2024

Proposed Continued Operation

1. Staff remains committed to the continued service of the Oxnard Navigation Center
2. Mercy House has performed well in its duty to serve the homeless population in Oxnard
3. Staff proposes to extend the operating agreement for another year for the period ending June 30, 2025
4. For fiscal year 2024-2025 the not-to-exceed annual operating agreement is \$4,066,990
5. This operating cost will be funded with a combination of PLHA grant funds together with an allocation from the City's General Fund and a special allocation from the State of California

Funding by Source and Budget

The not-to-exceed cost of the Agreement for Fiscal Year 2024-2025 is \$4,066,990.

1. General Fund	\$1,723,000
Annual recurring allocation	\$1,100,000
Supplemental budget request	\$ 400,000
FY 2023-24 rollover	\$ 223,000
2. Special allocation from the California State legislature	\$1,334,826
3. Permanent Local Housing Allocation	\$1,009,164

Recommendations

That the Committee recommend that the City Council:

1. Approve and authorize the Mayor to execute a one-year agreement with Mercy House for the provision of shelter and navigation center operations in fiscal year 2024 - 2025, in the amount not-to-exceed \$4,066,990;
2. Authorize the City Manager or designee to carryover unspent General Fund (101) previously allocated funding for FY 2023-2024 shelter operations to be used for FY 2024-2025 shelter operations in the amount of \$223,000;
3. Authorize the City Manager or designee to appropriate PLHA funds (220) and recognize grant revenue in the amount of \$876,166 in FY 2024-2025; and
4. Authorize the City Manager or designee to appropriate California State grant funds (210) and recognize grant revenue in the amount of \$1,334,826 in FY 2024-2025.



End of Presentation