

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
September 24, 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: 816 3117 7595
3. Passcode: 603881

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 July 23, 2024 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Housing Department

SUBJECT: Spectrum Pacific West, LLC Cable Services Agreement for Public Housing Sites. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize execution of a five-year agreement with Spectrum Pacific West, LLC dba Charter Communications, Inc. for the provision of basic cable services to 522 Public Housing units in an aggregate amount of \$330,796.48 plus applicable taxes and fees.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/1VgtaGB33Po>

Contact: Emilio Ramirez, (805) 385-8094

2. Community Development Department

SUBJECT: Amendment to Agreements for Professional Services with m6 Consulting, Inc. and CSG Consultants, Inc. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the mayor to execute the following amendments to existing Agreements:

- 1) Second Amendment to Agreement Number A-8418 with m6 Consulting, Inc for on-call development plan check services, to increase the agreement amount by \$1,100,000.00 for a total agreement amount of \$3,100,000.00 and extend the Agreement by 2 years to February 1, 2027 ; and
- 2) First Amendment to Agreement Number A-8424 with CSG Consulting, Inc for development plan check services, to increase the agreement amount by \$500,000.00 for a total agreement amount of \$1,000,000.00 and extend the Agreement by 2 years to March 1, 2027.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/mtCT1S0O0AA>

Contact: Jeff Pengilley, (805) 385-8208

3. City Attorney Department

SUBJECT: Consideration of Request for Future Council Agenda Item. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee consider whether to place on a future City Council agenda a resolution requested by Councilmember Valenzuela in support of Nurses and Healthcare Workers with SEIU 121RN and SEIU-UHW to address the outsourcing of critical jobs at Dignity Health's St. John's Regional Medical Center.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0y_MEbRA_1Y

Contact: Stephen Fischer, (805) 385-7483

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



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

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

DATE: September 24, 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 July 23, 2024 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 07 23 2024 Community Services, Public Safety, Housing & Development

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
July 23, 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 Assistant 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 July 9, 2024 regular meeting as presented.

It was moved by Member Zaragoza, seconded by Member Madrigal, 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: Drone as a First Responder (DFR).

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee receives and files a report by the Police Department on drone use, and authorizes the Police Department staff to explore the development of a Drone as a First Responder (DFR) Plan for the City of Oxnard.

Rocky Marquez, Police Commander presented and answered the Committee's questions. Public comments were received from Bryan Rodriguez. 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.

2. Community Development Department

SUBJECT: Overview of the Clean Power Alliance (CPA) Voluntary Reach Codes Program.

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

1. Receive and file the information provided in this staff report; and
2. Determine that the City should not participate in the CPA Reach Codes Program.

Kathleen Mallory, Planning & Sustainability Manager presented and answered the Committee's questions. Public comments were received from Joe Connett, Wesley Martinez, and Farah Stack. Discussion ensued among the Committee and staff.

The report was received and filed; no formal action was taken on this item.

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 7:22 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: September 24, 2024

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

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

SUBJECT: Spectrum Pacific West, LLC Cable Services Agreement for Public Housing Sites. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize execution of a five-year agreement with Spectrum Pacific West, LLC dba Charter Communications, Inc. for the provision of basic cable services to 522 Public Housing units in an aggregate amount of \$330,796.48 plus applicable taxes and fees.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/1VqtaGB33Po>

BACKGROUND

The Housing Authority of the City of Oxnard has provided basic cable service to residents in the Public Housing program through various franchise service providers since the initial introduction of cable television services in 1982. Cable service is passed on to the tenants as an added utility expense to the unit rent. Spectrum Pacific West, LLC has provided the cable services since January 15, 2019. The existing agreement expired on May 30, 2024 but Spectrum has continued to provide services on a month-to-month basis.

DISCUSSION

On June 6, 2024, the Housing Authority of the City of Oxnard solicited bids for basic cable services. Two bids were received and evaluated. Spectrum submitted the most competitive proposal for a monthly service fee of \$9.75 per unit. In addition, Spectrum offers a one-time "door fee" of \$50.00 per unit credit back to the Housing Authority of the City of Oxnard for a potential total of \$26,100.

Staff proposes an agreement with Spectrum for a sixty-month term at a total contract amount of \$330,796.48 subject to an annual increase of up to four percent per year. The proposed cable service is passed on to the tenants as an added utility expense to the unit rent.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no impact to any City fund. The Housing Authority of the City of Oxnard passes the expense to each tenant. Thus, there is no budget impact.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Spectrum Bulk Renewal Agreement - TV - Oxnard Housing Authority
2. Presentation

COMMUNICATIONS NETWORK AND SERVICE AGREEMENT

(Bulk)

The pages that precede the signature blocks below are referred to as the "Property-Specific Terms". The Property-Specific Terms together with the Attachments listed below constitute the Communications Network and Service Agreement ("Agreement"), which is entered into by the following customer ("Owner") and service provider ("Operator") on the "Effective Date" set forth under Operator's signature below. Each of Owner and Operator may be referred to in the Agreement as a "party", and, together, as the "parties". Capitalized terms used in these Property-Specific Terms without definition will have the meanings assigned to them in the applicable Attachment.

Owner Name and Billing/Legal Notice Addresses:	Operator Name and Legal Notice Addresses:
Oxnard Housing Authority	Spectrum Pacific West, LLC
Billing Office and Notice Address: 435 S. D Street Oxnard, CA 93030	All Notices Sent to Office at: 12405 Powerscourt Drive St. Louis, MO 63131 Attn: Legal Department – Operations All Notices Also Sent to Office at: 6399 South Fiddler's Green Circle, Sixth Floor Greenwood Village, CO 80111 Attn: Legal Department – MDU All Notices Also Sent to: DL-SCS-Legal@charter.com

Property Information:	Owner's Property Management Company Information (if applicable):
Property Address: OXNARD HOUSING AUTHORITY 435 South D Street OXNARD, CA 93030	Corporate Office Address: 435 S. D Street Oxnard, CA 93030
Property Type: Sr Properties (Ind Living)	
Number of Units: 522	
On-Site Contact Name: Rhonda Hodge	Contact Name: Susana Lemos
On-Site Telephone: 805-385-7889	Contact Telephone: 805-385-8084
On-Site Email: housingaccountspayable@oxnard.org	Contact Email: susana.lemos@oxnard.org

Owner owns (or is building), or, in the case of an owner's association, is the authorized representative for the multi-unit property referred to above (including the underlying land and all improvements thereon, the "Property"). Owner and Operator desire that Operator install (as necessary) and operate the System to make the Services available to Users in accordance with the terms of the Agreement. Owner and Operator agree as follows:

- Term.** The Agreement commences on the Effective Date and may be terminated by either party at any time after the end of the Service Commitment Period by providing a Termination Notice (defined hereafter) (the "Term").
- Service Commitment Period.** The "Service Commitment Period" is 60 months and commences on the later of the following two dates: (a) the date that System installation or upgrading is complete (or the Effective Date if Operator currently serves the Property and no System modifications are required); or (b) if Owner is purchasing any Bulk Service under the Agreement, the date that Operator first begins billing Owner the full (undiscounted) Bulk Service Fee to all Units.
- Termination Notice.** In addition to any early termination rights contained elsewhere in the Agreement, either party may terminate the Agreement after the end of the Service Commitment Period by providing the other with a termination notice (the "Termination Notice"). The Termination Notice must provide at least 90 days advance notice of termination.
- Service Activation Date and Commencement of Billing.** Operator will begin providing and billing for Services (to Users for individually-billed Services and/or to Owner for Services provided on a bulk-billed basis) on the Service Activation Date. The "Service Activation Date" is:
 - no later than 120 days after the Effective Date.

5. **Special Terms.** The following special terms supplement and/or supersede, as the case may be and as the context requires, any contrary terms in the Attachments.

5.1 **Door Fee (One-Time) Payment.** \$50.00 per Unit, for a potential total of \$26,100.00.

5.2 **Owner Remittance Address.** Operator shall send all payments to Owner to the following address: 435 S. D Street, Oxnard, CA 93030

5.3 **Bulk Service Fee.** The "**Bulk Service Fee**" is \$9.75 per Unit x 522 Units = \$5,089.50 per month (plus applicable taxes and fees) for the Services provided on a bulk-billed basis as described below. Operator may increase the Bulk Service Fee by 4% each year beginning the later of the (a) January following the start of the Service Commitment Period, unless the Service Commitment Period starts on the Effective Date and the Effective Date occurs in October, November, or December, in which case Operator shall not increase the Bulk Service Fee until January of the following calendar year or (b) January, 2025 as further specified in the applicable Bulk Service Attachment(s).

5.4 **Bulk Video Service.** Owner is purchasing from Operator on a bulk-billed basis (a) the Service currently known as Spectrum TV® Select; and (b) the CPE, if any, listed in the Section below, if any (collectively, the "**Bulk Video Service**"), including the following common areas: Plaza Vista Lobby, Palm Vista Community Room, Conference Room #1, Conference Room #2, and Conference Room #3. The Bulk Video Service will be provided to the appropriately installed CPE provided by Operator. Upgrades to the Bulk Video Service, if available, will be provided per Operator's then-current terms and conditions. Concurrently with signing the Agreement, Owner shall provide Operator with a complete list of addresses of all Units to receive the Bulk Video Service. The channel line-up for the Bulk Video Service is available at <https://www.spectrum.com/bulk-channel-lineup> or the applicable successor URL.

5.5 **Bulk Video Service CPE.** The Bulk Service Fee includes the following Bulk Video Service CPE (if any is necessary to receive Bulk Video Services):

User Responsible

- One (1) Xumo Stream Box(es) or digital set-top box(es) at User's request per Unit. User is required to self-install this CPE and is responsible for returning the CPE to Operator. Users may request CPE upgrades and/or professional CPE installation directly from Operator, and, if available, will be provided per Operator's then-current terms and conditions.

6. **Attachments.** The following Attachments are incorporated into and made a part of the Agreement by this reference.

[System Installation and Services Attachment](#)

[Internal Wiring \(Owner Install or Upgrade\) Attachment](#)

[Non-Exclusive Marketing Rights Attachment](#)

[Door Fee \(One-Time\) Payment Attachment](#)

[Bulk Video Attachment](#)

[Form of Memorandum of Agreement Attachment](#)

7. **Signatures; Authority.** The individuals signing below represent to Owner and Operator that they are duly authorized to execute and deliver the Agreement on behalf of the entity for which they have signed. Electronic signatures or exact copies (such as facsimiles) of original signatures will have the same force and effect as original signatures.

OWNER

Oxnard Housing Authority

Signature

Printed Name

Title

OPERATOR

Spectrum Pacific West, LLC

By: Charter Communications, Inc., its Manager

Signature

James Farbelow

Printed Name

VP, Spectrum Community Solutions

Title

Effective Date: _____

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Charter Communications

Attn: SCS Operations

Address: 550 N. Continental Blvd., Ste. 250

El Segundo, CA 90245

Above space for recorder's use only

This Memorandum of Agreement ("MOA") is entered into by "Owner" and "Operator" set forth in the signature blocks below, effective as of the "Effective Date" Operator signs this MOA below.

1. **Agreement and Property.** Owner and Operator have entered into a Communications Network and Services Agreement (the "Agreement") dated as of the Effective Date relating to the property described in Property Address and Legal Description attached to this MOA (including all improvements now or hereafter located thereon) (the "Property"). Because any acquiror of the Property is obligated to assume the Agreement, such acquiror should request a copy of the Agreement from Owner for its review.
2. **Grant of Access; Recording.** In consideration of the covenants and agreements in the Agreement and as such may be amended between Owner and Operator from time to time, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner and Operator, Owner grants and conveys to Operator and its Authorized Representatives (as defined in the Agreement) a nonexclusive easement across, under, over, within and through the Property and Pathways, as necessary for Operator to perform its obligations under the Agreement, including the right, on an exclusive or nonexclusive basis as set forth in the Agreement, to (a) install, operate, use, maintain, repair, upgrade, replace and remove the System (defined hereafter) as permitted by the Agreement; and (b) to offer, provide and market any services that Operator can provide to the Property ("Services") as permitted by the Agreement. "System" means conduit, wiring (such as fiber, coaxial cable, category of performance wiring, copper, etc.), hardware (such as wireless access points, gateways, switches, routers, amplifiers, etc.), software, facilities (such as building entrance facilities, vaults, above-ground enclosures, pedestals, lockboxes, etc.) equipment, rooftop antennas, and all other network infrastructure installed, upgraded and/or used by Operator at the Property to provide the Services. "Pathways" means all conduits, poles, moldings, risers, raceways, shafts, rooftops and similar pathways and areas at the Property where the System is or will be installed. Operator may record this MOA in the public records at any time.
3. **Term; System Removal.** The easement granted in this MOA touches and concerns the Property, runs with the land and title to the Property, and is binding on Operator, Owner, all subsequent acquirors of the Property, others who may claim any interest in the Property, and all of the foregoing parties' successors and assigns. The easement granted in this MOA, unless terminated earlier as permitted by the Agreement, automatically terminates on the date that is six months after Operator has ceased using the System to provide any Services at the Property (the "Term"). Notwithstanding the foregoing, after the Term, Operator will have an additional 60-day period to access the Property to remove or dispose of the System as permitted by the Agreement.
4. **Other Terms.** If Owner is an Association (as defined in the Agreement) or cooperative and only has the authority to provide Operator with access to the common areas of the Property, then the easement granted in this MOA automatically will be limited to the common areas. If any unit owner or occupant does not provide Operator with access to their unit to install, maintain and operate the System, Operator will have no obligation to perform any of its obligations under the Agreement with respect to that

unit (including providing Services). Owner may grant other rights of access to the Property only if they do not interfere with the easement granted to Operator or Operator's use of the System. Operator will have 24x7 access to the System to address emergency conditions. Operator will conduct all routine work at the Property during normal and reasonable working hours established by Owner for the Property. Notwithstanding termination of the Agreement or any contrary provision in the Agreement, if Laws (as defined in the Agreement) require Owner to provide Operator with access to the Property for the provision of any Service, then (a) Operator will continue to own and be permitted to access and use any System components to provide Services to the Property; and (b) any System ownership and removal rights will apply once Laws no longer provide for Operator's access to the Property. Nothing in this paragraph will operate as, or be construed to be, a waiver of any rights that Operator may have under any Laws or the Agreement, and all rights are reserved by Operator. Owner shall not (a) enter into any bulk-billed, bulk-provision (regardless of whether for a fee), bulk or volume discount, or any other similar arrangement with any other provider at the Property for services similar to the Services; or (b) sell, resell, or distribute the Services to any third party (including Property occupants) except as specifically permitted by the Agreement.

Oxnard Housing Authority

Signature

Printed Name

Title

Spectrum Pacific West, LLC

By: Charter Communications, Inc., its Manager

Signature

James Farbelow

Printed Name

VP, Spectrum Community Solutions

Title

Effective Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Riveting

EXHIBIT "A"

Property Address and Legal Description

435 S. D Street, Oxnard CA 93030

SPECTRUM PACIFIC WEST CABLE SERVICES AGREEMENT

Emilio Ramirez, Director
Housing Department

Community Services, Public Safety, Housing & Development Committee
September 24, 2024

1. The Housing Authority of the City of Oxnard has provided basic cable service to residents in the Public Housing Program through various franchise service providers since the initial introduction of cable television services in 1982
2. Spectrum has provided cable services since January 15, 2019
3. The existing agreement expired on May 30, 2024 but Spectrum has continued to provide services on a month to month basis
4. The Housing Authority of the City of Oxnard solicited bids for basic cable services on June 6, 2024
5. Two bids were received and evaluated
6. Spectrum submitted the most competitive proposal

1. Basic cable service
2. Proposed term of 60 months
3. Monthly service fee \$9.75 per unit
4. Total contract amount of \$330,796.48
5. Spectrum offers a one-time “door fee” of \$50.00 per unit credit back to the Housing Authority of the City of Oxnard for a potential total of \$26,100
6. The proposed cable service is passed on to the tenants as an added utility expense to the unit rent

That the Community Services, Public Safety, Housing & Development Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize execution of a five-year agreement with Spectrum Pacific West, LLC dba Charter Communications, Inc. for the provision of basic cable services to 522 Public Housing units in an aggregate amount of \$330,796.48 plus applicable taxes and fees.



End of Presentation



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

REPORTS AGENDA ITEM NO. D.2

DATE: September 24, 2024

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

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Amendment to Agreements for Professional Services with m6 Consulting, Inc. and CSG Consultants, Inc. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the mayor to execute the following amendments to existing Agreements:

- 1) Second Amendment to Agreement Number A-8418 with m6 Consulting, Inc for on-call development plan check services, to increase the agreement amount by \$1,100,000.00 for a total agreement amount of \$3,100,000.00 and extend the Agreement by 2 years to February 1, 2027 ; and
- 2) First Amendment to Agreement Number A-8424 with CSG Consulting, Inc for development plan check services, to increase the agreement amount by \$500,000.00 for a total agreement amount of \$1,000,000.00 and extend the Agreement by 2 years to March 1, 2027.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/mtCT1S0O0AA>

BACKGROUND

On June 30, 2021, the Public Works Department sent out a Request For Qualifications (RFQ) for multi-year on-call professional engineering services. The RFQ solicited proposals for various professional on-call engineering services including on-call development plan check services. Both m6 Consulting Inc. and CSG Consultants, Inc. were selected through this process.

Agreement A-8418 with m6 Consulting Inc. was approved by City Council on February 1, 2022, for a total agreement amount of \$500,000.00 for a 3-year term, and the First Amendment was approved by City Council on October 18, 2022, for a total agreement amount of \$2,000,000.00. The Community Development Department began utilizing this contract for professional plan check services with m6 Consulting Inc. in March 2022 and the Oxnard Fire Department began utilizing this contract for plan check services due to a staff vacancy since June 2023. Agreement A-8424 with CSG Consultants, Inc. was approved by City Council on March 1, 2022, for a total agreement amount of \$500,000.00 for a 3-year term. The Community Development Department began utilizing this contract for professional plan check services with CSG Consulting Inc. in March 2022.

DISCUSSION

Community Development has been aggressively utilizing professional consulting plan check services in an effort to mitigate the ongoing plan check backlog that built up during the pandemic, and also as a result of staff vacancies shortly thereafter. With the additional financial resources provided by Council since FY 22, in addition to the use of consultant plan check services, vacant positions have been filled, a new Senior Plan Check Engineer position was created and filled, and significant progress has occurred in reducing the backlog to acceptable levels. Community Development currently has a manageable building plan check queue of 210 projects, down from 469 in September 2022. Additionally, the number of projects waiting for building plan check services for more than 30 days is down from 205 projects to 31 projects in the same timeframe.

While the long term business model for Community Development is to perform a majority of the plan check work in-house, there has been a persistent increase in workload driven primarily by housing projects ranging from multistory apartments and condominiums to Accessory Dwelling Unit project submittals. Community Development will continue to monitor workload, staffing, and consulting budgets with the goal of transitioning to the use of consulting plan check services for addressing unexpected peaks in workload rather than to keep up with ongoing workload. This transition is expected to take several years to fully materialize and will likely require reallocating our budget resources from consulting services to personnel costs through the budget process.

The Committee's recommendation for approval to City Council of these Amendments to Agreements A-8418 and A-8424 and ultimately, after City Council approval and execution of the same, would allow Community Development to continue to improve and maintain permit wait times, thus supporting economic growth by reducing the timeframes for businesses and property owners to acquire their needed construction permits.

m6 Consulting Inc.

The Community Development Department's need for m6 Consulting, Inc. for on-call development plan check services is anticipated to be \$350,000 per year, which includes building and civil plan check, overflow building inspection services, and a contingency for staffing assistance through the Tyler/EPL software implementation within the Community Development Department. This Tyler/EPL software implementation has been ongoing and is anticipated to result in a 'go-live' date in late Spring of 2025. In the past 2 fiscal years, the use of m6 consulting services by Community Development has totaled \$340,000 and \$360,000 for FY 23 and FY 24, respectively.

The Oxnard Fire Department began using m6 Consulting, Inc. for development related fire code plan checking services in June 2023. As previously mentioned, this was due to a staff vacancy that left them without a dedicated fire code plan check staff member. A conservative assessment for the Oxnard Fire Department's use of m6 Consulting, Inc. over the next 2 years is estimated to be \$200,000 per year for a total contract need of \$400,000 through m6 Consulting, Inc. for the Oxnard Fire Department.

Through July 2024, the Community Development Department and Oxnard Fire Department had utilized approximately \$1.4M of the current \$2.0M total contract with m6 Consulting, Inc., with an additional \$445,000 encumbered by current task orders, and thus an increase in the total agreement amount is being sought in addition to a 2-year extension. The total anticipated need for Community Development and Oxnard Fire Department is thus \$350,000 per year for Community Development plus \$200,000 per year for Oxnard Fire Department and, when projected, across the 2-year extension requested in the Second Amendment yields a total contract increase request for m6 Consulting, Inc of \$1,100,000.00.

CSG Consultants, Inc.

The Community Development Department's need for CSG Consultants, Inc. for building plan check services is anticipated to be \$250,000 per year. In the past 2 fiscal years, the use of CSG Consultants, Inc. by the Community Development Department has totaled \$211,000 for FY 23, and \$121,000 in FY 24. It should be noted that the decline in consultant utilization in FY 24 was due to a large City project that would have been sent to CSG Consultants, Inc. However, the project did not materialize due to the City's bond litigation. Had

that project proceeded as originally anticipated, CSG Consultants, Inc. would have performed building plan check services in excess of \$250,000 in FY 24.

Through July 2024, the Community Development Department had utilized approximately \$330,000 of the current \$500,000 contract for professional plan check services, with an additional \$167,000 encumbered by current task orders, and thus an increase in the total agreement amount is being sought in addition to a 2-year extension. Based on anticipated project workload, the Community Development Department's use of CSG Consultants, Inc. throughout the 2-year extension requested in this First Amendment, a contract increase of \$250,000 per year for a total increase of \$500,000 is being requested.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character.

FINANCIAL IMPACT

There are no anticipated financial impacts associated with this agenda item.. All expenditures from these agreements by the Community Development Department and Oxnard Fire Department will be approved through task orders utilizing funds approved in their respective budgets. Funding sources for these agreements include the General Fund (101), Measure O (104) and CUPA funds (360-7020). Future fiscal year funding will be requested in the recommended budget of each fiscal year.

Prepared by: Jeff Pengilley, Community Development Director

ATTACHMENTS

1. Original Agreement A-8418
2. First Amendment to Agreement A-8418
3. Second Amendment to Agreement A-8418
4. Original Agreement A-8424
5. First Amendment to Agreement A-8424
6. Presentation

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: February 1, 2022
- (2) Consultant: M6 Consulting Inc.
- (3) Services: On-call Development Plan Check Services
- (4) Schedule of Services: The services must be completed within three (3) calendar years of the Agreement Start Date listed above
- (5) Agreement Ending Date: February 1, 2025
- (6) Total Agreement Amount: \$500,000
- (7) City's Project Manager: Tatiana Arnaout, P.E., City Engineer
- (8) Consultant's Project Manager: Robert Woodward, P.E., CASp
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

M6 Consulting Inc.
4165 E. Thousand Oaks Blvd. Ste. 355
Westlake Village, CA 91362
Attn: Robert Woodward, P.E., CASp

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

Robert@m6ConsultingInc.com

FOR CITY:

City of Oxnard
305 West Third Street, East Wing, 2nd Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, P.E., City Engineer

CITY'S PROJECT MANAGER:

Tatiana.Arnaout@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any

person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

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

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

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

16. Documents and Materials.

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

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

17. Confidentiality of Information.

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

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

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

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

unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

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

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

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

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant

shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

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

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

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

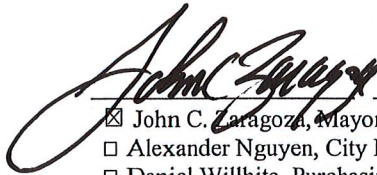
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

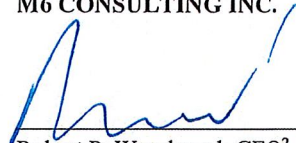
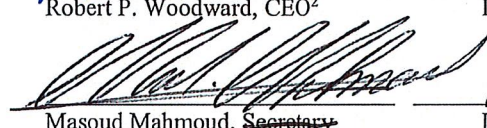
[Signatures on next page]

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.

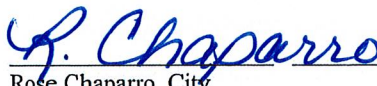
CITY OF OXNARD

M6 CONSULTING INC.

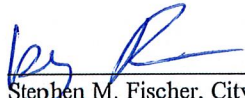
 2-1-22
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

 12/16/2021
Robert P. Woodward, CEO² Date
 12/16/21
Masoud Mahmoud, ~~Secretary~~ CFO Date

ATTEST:

 2/1/22
Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 12-21-21
Stephen M. Fischer, City Attorney (always required) Date

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 13 – DEVELOPMENT PLAN CHECK

Tasks include but are not limited to the following:

Building plan check tasks include, but not be limited to:

- plan checking to the current Unified Building Code and other applicable state and local codes including the review of building plans,
- structural calculations,
- grading plans,
- site excavations,
- and/or preparations, erosion control plans,
- National Pollution Discharge Elimination System (NPDES) compliance.

Infrastructure improvement plan check tasks include but not limited to:

- plan checking per applicable local, county, state and Federal codes and standards, review of plans for:
 - Streets
 - Sewers,
 - Storm drains
 - Water mains,
 - Streetlights,
 - Landscaping and irrigation
 - Traffic control
 - Signing and striping
 - Traffic signals
 - Roundabouts,
 - Hydrology studies
 - Sewer area studies
 - Construction cost estimates

Final map plan check tasks include but not limited to:

- Parcel, tract, and final map checking,
- Easement and right-of-way documents,
- Lot-line adjustments, and certificates of compliance.

Provide detailed daily updates on the status of all plan checks received and processed to date in a format acceptable to the City.

Key representatives from the firm must attend monthly meetings (or as required) with City of Oxnard staff to evaluate performance of their services.

A maximum review time for initial plan checks of 10 working days inclusive of transit time to and from the City of Oxnard Service Center, located at 214 S C St, Oxnard, CA 93030. Second plan checks shall not require more than 10 working days, inclusive of transit time. Each subsequent plan check, if necessary, shall not require more than 5 working days, inclusive of transit time.

The firm shall not provide consulting services to private sector agencies/developers submitting plans or maps to the City of Oxnard nor engage in activities that could be construed as a conflict of interest with this agreement for professional services.

RATES AND COSTS EXHIBIT

Fee Schedule

<u>Hourly Plan Check Services:</u>	<u>Hourly*</u>
Plan Check Review Fee	\$140.00

* One-hour Minimum fee for plan review services.

mó Hourly Public Works Services:

Project Engineer	\$145.00
Project Designer/CAD Drafter	\$110.00
Hydrology/Hydraulic Engineer	\$145.00
Public Works Inspector	\$115.00
Structural Engineer	\$145.00
Traffic Engineer	\$175.00
City Engineer	\$175.00
Project Manager	\$145.00
Principal Engineer	\$175.00
Inspector	\$115.00

* Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

Chris Nelson & Associates Personnel Services Hourly*

Land Survey and Mapping Plan Check Review Fee	\$185.00
Principal	\$230.00
Professional Land Surveyor	\$200.00
Senior Project Manager	\$175.00
L.S.I.T	\$145.00
Survey Technician	\$140.00
Project Manager	\$120.00
Office Calculations	\$105.00
Field Calculations	\$115.00
Field Supervisor	\$200.00
One-Person Survey Crew**	\$260.00
Two-Person Survey Crew**	\$340.00
Three-Person Survey Crew**	\$400.00
CAD Drafting	\$ 95.00
Research & Deliveries	\$ 85.00

* Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

**Minimum billing rate for field survey crews for any time spent in the field on a given day is (4) hours based on their hourly rate.

<u>Miscellaneous Charges:</u>		<u>Hourly</u>
Administration		\$64.00
Direct Costs		Cost+15%
Outside Reproduction		Cost +15%
Materials & Expenses		Cost + 15%
Mileage (Portal to Portal)		\$0.58/Mile

**INSURANCE EXHIBIT INS-A
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

12/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE			ISSUE DATE (MM/DD/YY)		
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
CODE SUB-CODE			COMPANIES AFFORDING INSURANCE COVERAGE		
INSURED			COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE		
			COMPANY LETTER B		
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE	
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE			OTHER PROVISIONS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE			☐ Claims Made Retroactive Date _____ ☐ Occurrence	
COVERAGES			LIABILITY LIMITS IN THOUSANDS \$	
			EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____				
			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:				
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER				
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____	

Agreement No. A-8418

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: NAMED INSURED	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim _____ (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebx.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

Rev. 12/21

INS-A.doc

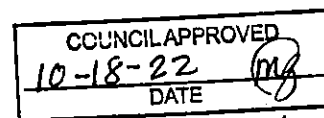
FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of October, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and M6 Consulting, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on February 1, 2022, by City and Consultant.

City and Consultant agree as follows:

1. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to \$2,000,000.
2. As so amended, the Agreement remains in full force and effect.

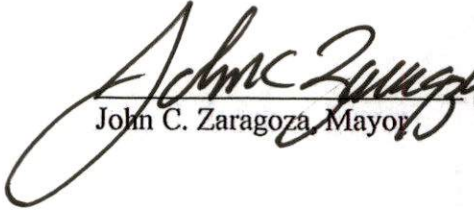
[Signatures on next page]

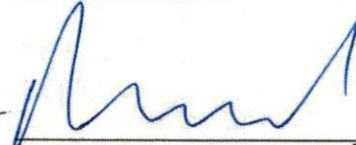


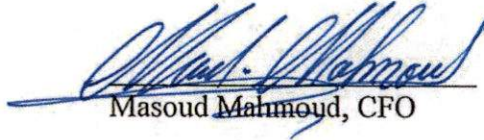
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

CONSULTANT

 10-18-22
John C. Zaragoza, Mayor Date

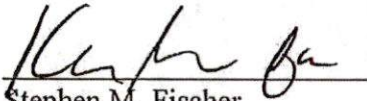
 9/26/2022
Robert P. Woodward, CEO² Date

 9/26/22
Masoud Mahmoud, CFO Date

ATTEST:

 10/18/22
Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

 9/26/22
Stephen M. Fischer Date
City Attorney

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment (“Second Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation (“City”), and M6 Consulting, Inc. (“Consultant”). This Second Amendment amends the Agreement entered into on February 1, 2022, by City and Consultant. The Agreement previously has been amended on October 18, 2022 by a First Amendment.

City and Consultant agree as follows:

1. Section 4 of the Cover Page of the Agreement is hereby amended to “Schedule of Services: The services must be completed within five (5) calendar years of the Agreement Start Date listed above.”
2. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “February 1, 2027.”
3. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to \$3,100,000.
4. The name in Section 7 of the Cover Page of the Agreement is hereby amended to “Jeff Pengilley, Community Development Director.”
5. The address in Section 10 of the Cover Page of the Agreement is hereby amended to:

“FOR CITY:

City of Oxnard

214 South A Street

Oxnard, CA 93030

Attn: Jeff Pengilley, Community Development Director”

6. The email in Section 11 of the Cover Page of the Agreement is hereby amended to:

“CITY’S PROJECT MANAGER:

Jeff.pengilley@oxnard.org”

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

[Signatures on next page]

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

CITY OF OXNARD

CONSULTANT

John C. Zaragoza, Mayor¹ Date

Robert P. Woodward, CEO² Date

Masoud Mahmoud, CFO Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer Date
City Attorney

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

² The City requires the following for any contract:

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

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

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) **Agreement Start Date: March 1, 2022**
- (2) Consultant: CSG Consultants, Inc.
- (3) Services: Development Plan Check
- (4) Schedule of Services: See Scope of Work Exhibit
- (5) Agreement Ending Date: March 1, 2025
- (6) Total Agreement Amount: \$500,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Peykan Abbassi
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

CSG Consultant, Inc.
Attn: Peykan Abbassi, P.E., LEED AP
3707 W. Garden Grove Boulevard, Suite 100
Orange, CA 92868

FOR CITY:

City of Oxnard
Attn: Tatiana Arnaout, P.E.-City Engineer
305 West Third Street, Third Floor
Oxnard, CA 93030

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

peykana@csgengr.com
contracts@csgengr.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☐ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

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

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the agreement. Invoices may be emailed to: invoices@oxnard.org. Payment should be made within thirty (30) days of receipt of Consultant's invoice.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and

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

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

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

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

16. Documents and Materials.

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

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

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

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

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

17. Confidentiality of Information.

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

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

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

written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or

impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

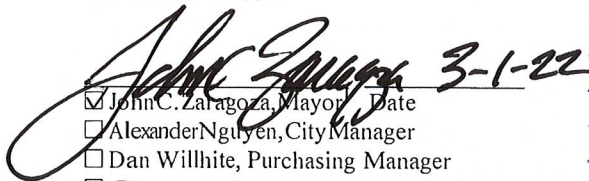
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

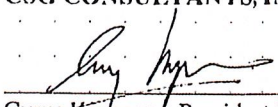
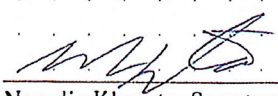
[Signatures on next page]

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

CITY OF OXNARD

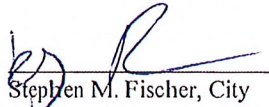
CSG CONSULTANTS, INC.

 3-1-22
☒ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Dan Willhite, Purchasing Manager
☐ Buyer
 ATTEST:

 1-05-22
 Cyrus Kiahpour, President² Date
 1-05-22
 Nourdin Khayata, Secretary Date

 3/1/22
 Rose Chaparro, City Date
 Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 1-19-22
 Stephen M. Fischer, City Date
 Attorney (always required)

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

SERVICE GROUP CATEGORY 13 – DEVELOPMENT PLAN CHECK

Tasks include but are not limited to the following:

Building plan check tasks include, but not be limited to:

- plan checking to the current Unified Building Code and other applicable state and local codes including the review of building plans,
- structural calculations,
- grading plans,
- site excavations
- and/or preparations, erosion control plans,
- National Pollution Discharge Elimination System (NPDES) compliance.

Infrastructure improvement plan check tasks include but not limited to:

- plan checking per applicable local, county, state and Federal codes and standards, review of plans for:
 - Streets
 - Sewers,
 - Storm drains
 - Water mains,
 - Streetlights,
 - Landscaping and irrigation
 - Traffic control
 - Signing and striping
 - Traffic signals
 - Roundabouts,
 - Hydrology studies
 - Sewer area studies
 - Construction cost estimates

Final map plan check tasks include but not limited to:

- Parcel, tract, and final map checking,
- Easement and right-of-way documents,
- Lot-line adjustments and certificates of compliance.

Provide detailed daily updates on the status of all plan checks received and processed to date in a format acceptable to the City.

Key representatives from the firm must attend monthly meetings (or as required) with City of Oxnard staff to evaluate performance of their services.

A maximum review time for initial plan checks of 10 working days inclusive of transit time to and from the City of Oxnard Service Center, located at 214 S C St, Oxnard, CA 93030. Second plan checks shall not require more than 10 working days, inclusive of transit time. Each subsequent plan check, if necessary, shall not require more than 5 working days, inclusive of transit time.

The firm shall not provide consulting services to private sector agencies/developers submitting plans or maps to the City of Oxnard nor engage in activities that could be construed as a conflict of interest with this agreement for professional services.

RATES AND COSTS EXHIBIT

Professional Engineering Services	Hourly Rate
Peykan Abbassi, PE – Project Manager/Principal Engineer	\$170
Phil Dowty, PE – Senior Engineer	\$155
Vernon Tabirara, PE – Senior Engineer	\$155
Jeff Lee, EIT – Assistant Engineer	\$130
Professional Building Services	Hourly Rate
Khoa Duong, PE – Vice President, Building Services & Senior Plan Check Engineer	\$170
Chi Tran, SE, CBO, CASp – Building Senior Plan Check Engineer	\$140
Kylie Gonsalves, PE – Plan Check Engineer	\$125
Gerald Quast – Senior Plans Examiner	\$105
Administrative Services	Hourly Rate
Doug Armstrong, CAPM – Document Control	\$100

Professional Engineering Services	Hourly Rate
Engineering Designer / CADD	\$120
Assistant Engineer	\$130
Associate Engineer	\$140
Senior Engineer	\$155
City/Principal Engineer	\$170
Professional Building Services	Hourly Rate
Certified Building Plans Examiner	\$105
Plan Check Engineer – Professional Engineer	\$125
Plan Check Engineer – Structural Engineer	\$140
Administrative Services	Hourly Rate
Administration / Document Control	\$100

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. The partner planner approach will not incur additional billing. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI for the applicable region.

INSURANCE EXHIBIT

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered		
TYPE OF INSURANCE	CITY AGREEMENTS/PERMITS		
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made ☐ Retroactive Date _____ ☐ Occurrence			
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ ____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____	

SUBMIT IN DUPLICATE			
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">ENDORSEMENT NO.</td> <td style="width: 50%; padding: 2px;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)		
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim _____ (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____		
NAMED INSURED			
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER _____	OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____		
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____		

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment (“First Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2024, by and between the City of Oxnard, a municipal corporation (“City”), and CSG Consultants, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on March 1, 2022, by City and Consultant.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to “March 1, 2027.”
2. The amount in Section 6 of the Cover Page of the Agreement is hereby amended to \$1,000,000.
3. The name in Section 7 of the Cover Page of the Agreement is hereby amended to “Jeff Pengilley, Community Development Director.”
4. The address in Section 10 of the Cover Page of the Agreement is hereby amended to:

“FOR CITY:

City of Oxnard

Attn: Jeff Pengilley, Community Development Director

214 South A Street

Oxnard, CA 93030”

5. The email in Section 11 of the Cover Page of the Agreement is hereby amended to:

“CITY’S PROJECT MANAGER:

Jeff.pengilley@oxnard.org”

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

[Signatures on next page]

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

CITY OF OXNARD

CONSULTANT

John C. Zaragoza, Mayor¹ Date

Cyrus Kianpour, President² Date

Nourdin Khayata, Secretary Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer Date
City Attorney

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

² The City requires the following for any contract:

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

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

Second Amendment to Agreement Number A-8418 and First Amendment to Agreement Number A-8424 for Development Plan Check Services

Jeff Pengilley, P.E., Director
Community Development Department

Community Services, Public Safety, Housing & Development Committee
September 24, 2024

- Agreement No.A-8418 with m6 Consulting, Inc. (m6), provides for On-call Development Plan Check Services.
- Including the First Amendment, this agreement has a total contract amount of \$2,000,000 and will expire on February 1, 2025.
- This Second Amendment will increase the total contract amount to \$3,100,000, an increase of \$1,100,000 and extend the term by an additional 2 years.

- Agreement No.A-8424 with CSG Consultants, Inc. (CSG), provides for Development Plan Check Services.
- This First Amendment will increase the total contract amount to \$1,000,000, an increase of \$500,000 and extend the term by an additional 2 years.

- The Building & Engineering Division's project review timelines increased significantly post-Covid due to increased workload and staffing vacancies.
- Additional budget resources provided by Council have been implemented including utilizing consultant plan review services, filling vacancies, and additional staffing. Significant progress has been made in reducing project timelines and maintaining that progress.



- The Building & Engineering Division seeks to continue its use of consulting services in order to maintain the improvements achieved thus far, and to continue to reduce project timelines. The goal is to provide better customer service and reduce barriers to business expansion, retention, and attraction in support of City Council's Economic Development strategy.
- All vacancies have been filled within the Building & Engineering division, including a new Senior Plan Check Engineer position.
- Our long term business model is the use of in-house staff to perform a majority of the work. Consulting plan check services are currently needed to manage the workload and keep plan check turnaround times within acceptable limits.

- Since September 2022, the total number of projects waiting in the building plan check queue has been reduced from 469 to 210. Although this number fluctuates, a steady state of approximately 200 projects in the queue is ideal, with an average of 50-70 projects being completed each week.
- In that same timeframe, the number of projects taking more than 30 calendar days to complete their plan review has dropped from 205 to 31. Larger projects are expected to take more than 30 days to complete their plan review, however this number reflects that staff is completing smaller time sensitive projects, such as ADU's in an efficient manner.
- Consultants are currently providing plan check services for approximately 30-35% of the total number of projects, however they generally are assigned the more complex and time consuming projects.

- Community Development began utilizing the services of m6 Consulting, Inc. for building and civil plan checking in March 2022, and for building inspection services in November 2023.
- Oxnard Fire Department began using m6 for consultant plan check services in June 2023 due to a key staffing vacancy.
- As of July 2024, Community Development and Oxnard Fire Departments had utilized approximately \$1.4M in services from m6 and have task orders in place for an additional \$445,000, thus over 90% of the current \$2M contract amount has been used or is encumbered.
- Second Amendment request - Increases the agreement amount by \$1,100,000 for a total Agreement amount of \$3,100,000; extends the Agreement by 2 years.

- We anticipate utilizing \$350k/yr for building plan check services and \$200k/yr for fire plan check services over the requested 2 year extension of this Agreement for a total of \$550k/year or \$1.1M over 2 years.
- Tyler EPL/EnerGov software implementation has begun for the Community Development Department and we anticipate 'go-live' to occur in late Spring of 2025. A portion of the anticipated building plan check consulting need is based on the assumption of additional plan check work needing to be sent to consultants while we are in the final implementation stages and refining the new software.

- Community Development began utilizing the services of CSG Consulting, Inc. for building plan checking in March 2022.
- As of July 2024, Community Development had utilized approximately \$330,000 in services from CSG and has task orders in place for an additional \$167,000, thus over 99% of the current \$500,000 contract amount has been used or encumbered.
- We anticipate utilizing \$250,000/year in building plan check services by CSG Consultants, Inc. over the requested 2 year extension of this Agreement for a total increase of \$500,000.
- First Amendment request - Increases the agreement amount by \$500,000 for a total Agreement amount of \$1,000,000; extends the Agreement by 2 years.

- There will be no financial impacts associated with this agenda item. All expenditures for professional services under these Agreements will be funds that are budgeted and authorized by task orders or otherwise Appropriated by Council.

- That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the mayor to execute the following amendments to existing Agreements:
 - 1) Second Amendment to Agreement A-8418 with m6 Consulting, Inc. for on-call development plan check services to increase the agreement by \$1,100,000 for a total agreement amount of \$3,100,000 and extend the Agreement by 2 years; and
 - 2) First Amendment to Agreement A-8424 with CSG Consultants, Inc for on-call development plan check services to increase the agreement by \$500,000 for a total agreement amount of \$1,000,000 and extend the Agreement by 2 years.



End of Presentation



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

REPORTS AGENDA ITEM NO. D.3

DATE: September 24, 2024

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

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Consideration of Request for Future Council Agenda Item. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee consider whether to place on a future City Council agenda a resolution requested by Councilmember Valenzuela in support of Nurses and Healthcare Workers with SEIU 121RN and SEIU-UHW to address the outsourcing of critical jobs at Dignity Health's St. John's Regional Medical Center.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0y_MEbRA_1Y

BACKGROUND

The guidelines and procedures set forth in the Procedures Manual adopted by the City Council (Resolution No. 15,537) include a policy intended "to provide an orderly means through which an individual Councilmember can raise an issue for discussion and possible City Council direction or action." (Procedures Manual, Ch. 3, p. 10.) Pursuant to that policy, once a Councilmember requests an item be placed on a future Council meeting agenda, the "request shall be referred to the City Council Committee most related to the subject of the request... [and i]f a majority of such committee agrees the City Council should consider the item, the City Manager will determine when to place the item on a future agenda based on time necessary to complete the research and staff workload considerations and the effect on City Council established priorities." (Id. at pp. 10-11.)

During public comments on non-agenda items at the May 21, 2024, City Council meeting, several speakers spoke about the outsourcing of Monitor Technicians at St. John's Regional Medical Center to remote Monitor Technicians in Arizona. Later at that meeting, Councilmember Valenzuela requested to schedule consideration of whether to place on a future Council agenda a resolution regarding the issue. The resolution proposed by Councilmember Valenzuela is attached to this report.

Regarding Council resolutions expressing support on a particular issue, the Procedures Manual notes, "The City Council has occasionally debated whether it should take positions of a broader nature or limit itself to purely municipal functions. Historically, Oxnard City Councils have chosen to not take positions on issues outside of their immediate authority to effect. The propensity of the City Council to involve itself in such issues reflects the personalities and outlooks of the members who are elected to four-year terms." (Procedures Manual, Ch. 2, p. 7.) Should the Council determine to take a position on labor management practices of a private hospital serving the Oxnard community, official City correspondence would reflect the position, and Councilmembers who disagree with that position would be free to prepare correspondence on the issue as private citizens.

(Procedures Manual, Ch. 4, p. 18.) If the Council does not take a position on this matter, a Councilmember can still express their views so long as they clearly indicate that they are not speaking for the City Council as a whole. (Ibid.)

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. Resolution re Dignity Health Outsourcing.09-2024
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD IN SUPPORT OF NURSES AND HEALTHCARE WORKERS WITH SEIU 121RN AND SEIU-UHW TO ADDRESS THE OUTSOURCING OF CRITICAL JOBS AT DIGNITY HEALTH'S ST. JOHN'S REGIONAL MEDICAL CENTER

WHEREAS, the City of Oxnard has a population of more than two hundred thousand people, all of whom deserve access to high-quality healthcare provided by experienced and respected healthcare workers; and

WHEREAS, Latinos make up more than half of the population of the City of Oxnard, and studies show that Latinos suffer disproportionately from cardiovascular disease; and

WHEREAS, Monitor Technicians at Dignity Health hospitals fill a crucial role in the hospital by monitoring the heart rates of St. John's patients and communicating immediately to their co-workers when any change in a patient's heart rate occurs, knowing that every second of delay in such cases could determine whether or not the patient lives or dies; and

WHEREAS, Dignity Health's parent company, Common Spirit has chosen to outsource the pivotal role of Monitor Techs to a call-center in Arizona, meaning that critical communication concerning patient vital signs is being transmitted back and forth across hundreds of miles, which could lead to life-or-death delays in care; and

WHEREAS, the safety of heart, stroke and other vulnerable patients is jeopardized by Common Spirit's plan to remove Monitor Technicians from their essential posts at the hospital; and

WHEREAS, Common Spirit's plan to outsource Monitor Technicians prioritizes a wrong approach to the needs of Oxnard's vulnerable patients, and puts patients at risk of delays in care; and

WHEREAS, the outsourcing of professional jobs from our community to another state is not in the economic interest of the City of Oxnard.

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NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. That we, the members of the Oxnard City Council, hereby call on Common Spirit to cease their stated plan to outsource the Monitor Techs at St. John's Regional Medical Center to an outside facility in another state;
2. That we call on Common Spirit management to involve Nurses and other frontline Healthcare workers in decisions that directly impact patient care.

PASSED AND ADOPTED THIS _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Consideration of Request for Future Council Agenda Item

Community Services, Public Safety, Housing &
Development Committee

September 24, 2024

That the Community Services, Public Safety, Housing & Development Committee consider whether to place on a future City Council agenda a resolution requested by Councilmember Valenzuela in support of Nurses and Healthcare Workers with SEIU 121RN and SEIU-UHW to address the outsourcing of critical jobs at Dignity Health's St. John's Regional Medical Center.

- During public comments on non-agenda items at the May 21, 2024, City Council meeting, several speakers spoke about the outsourcing of Monitor Technicians at St. John's Regional Medical Center to remote Monitor Technicians in Arizona.
- Later at that meeting, Councilmember Valenzuela requested to schedule consideration of whether to place on a future Council agenda a resolution regarding the issue.
- Once a Councilmember requests an item be placed on a future Council meeting agenda, the request is referred to the Council committee most related to the subject matter for consideration.



QUESTIONS