

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

October 15, 2024

Closed Session - 4:30 PM

Appointment Items - 5:00 PM

Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 884 6215 1644
3. Passcode: 649865

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](https://www.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.

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)

- c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

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

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

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

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Oxnard Housing Authority.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Moving Oxnard Forward v. Jim Throop; et al.
Ventura County Superior Court, Case No. 201800514769CUWM
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Jeff Muzzin v. City of Oxnard
Workers' Compensation Case No.: ADJ14304792
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: John Mora v. City of Oxnard
Workers' Compensation Case Nos.: ADJ16075354 and ADJ16074567
Legislative Body: City Council
4. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

In the Workers' Compensation Case of Blair Martin v. City of Oxnard
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:00 PM)

1. City Manager Department

SUBJECT: Halaco Engineering Company (30 minutes)

RECOMMENDATION: That the City Council receive and file an update from the Environmental Protection Agency on the Halaco Engineering Company Superfund Site.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Attorney Department

SUBJECT: Gun Violence Restraining Orders: A Critical Tool to Help Reduce Gun Violence. (30 minutes)

RECOMMENDATION: That the City Council receive a presentation by the Ventura County District Attorney's Office, Oxnard Police Department and the City Attorney's Office regarding Gun Violence Restraining Orders: A Critical Tool to Help Reduce Gun Violence.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of October 2024 as "Filipino American History Month."
2. SUBJECT: Presentation of a Proclamation Designating the Month of October 2024 as "Arts and Humanities Month."

G. 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.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on

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

1. City Attorney Department

SUBJECT: Resolution Regarding Job Outsourcing at Dignity Health's St. John's Regional Medical Center. (30 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.

(The Community Services, Public Safety, Housing & Development Committee approved 2-1 on September 24, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/UDAJHTcy57s>

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of September 17, 2024, regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. City Manager Department

SUBJECT: Restatement of City and Successor Agency Capital Assets.

RECOMMENDATION: That the City Council receives and files a report on the Restatement of City and Oxnard Community Development Commission Successor Agency (Successor Agency) Capital Assets.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/fWoc_5zo_8

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

3. Housing Department

SUBJECT: Spectrum Pacific West, LLC Cable Services Agreement for Public Housing Sites.

RECOMMENDATION: 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.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on September 24, 2024.)

Legislative Body: Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

4. Police Department

SUBJECT: Motorola Hardware and Software Purchase.

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign a purchasing agreement with Motorola Solutions for equipment, software licenses, and installation labor not to exceed \$400,000.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

5. Public Works Department

SUBJECT: Public Project Agreement 32500098 with Sancon Technologies, Inc. for On-Call Cured In Place Pipe Repair Services, Specification No. PW 24-128.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Sancon Technologies, Inc. for a three-year term for a total amount not to exceed \$950,000 for On-Call Cured In Place Pipe Repair Services, Specification No. PW 24-128.

(Public Works and Transportation Committee approved 3-0 on September 24, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Agreement 32500090 with SNF Polydyne, Inc. DBA Polydyne Inc. for the Supply and Delivery of Anionic Polymer.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with SNF Polydyne, Inc. DBA Polydyne Inc. for an initial term of one year from October 2, 2024, to October 1, 2025, with the option for four consecutive one-year period extensions ending October 1, 2029, for a total contract amount not to exceed \$750,000 for the supply and delivery of anionic polymer to the Wastewater Division.

(Public Works & Transportation Committee approved 3-0 on September 24, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Community Development Department

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

RECOMMENDATION: 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.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on September 24, 2024.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

8. Police Department

SUBJECT: Agreement with Peregrine Technologies Inc. for Data Integration Software to be used by the Police Department.

RECOMMENDATION: That the City Council approve and authorize the Mayor to enter into a three-year agreement with Peregrine Technologies to provide real-time data visualization software for the Police Department, for an amount not to exceed \$500,000.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

M. REPORTS

1. Public Works Department

SUBJECT: Budget Appropriation for Design and Construction Activities for the Mandalay Seawall Project. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize a new project budget appropriation in the amount of \$1,500,000 from the available fund balance in the General Fund (101), and corresponding Capital Outlay Fund (301), to the Mandalay Bay Seawalls Capital Improvement Project (C1901).

(Public Works and Transportation Committee approved 3-0 on September 24, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/j96EqvLVIO0>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

N. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM) AGENDA ITEM NO. D.2

DATE: October 15, 2024

TO: City Council

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

SUBJECT: Gun Violence Restraining Orders: A Critical Tool to Help Reduce Gun Violence. (30 minutes)

RECOMMENDATION

That the City Council receive a presentation by the Ventura County District Attorney's Office, Oxnard Police Department and the City Attorney's Office regarding Gun Violence Restraining Orders: A Critical Tool to Help Reduce Gun Violence.

BACKGROUND

There are different types of restraining orders. A Gun Violence Restraining Order ("GVRO"), sometimes referred to as a red flag law, can stop someone from having, owning, or buying any firearms (guns), firearm parts, ammunition, or magazines.

Only certain people can ask for a GVRO if they think someone is dangerous and should be restricted from having or buying firearms and ammunition, including:

- A law enforcement officer.
- The person's immediate family member, including a spouse, parent, child, grandparent, or any other person who regularly lives with them now or lived with them in the last 6 months.
- The person's employer.
- The person's co-worker who has regular contact with the person and has worked with them for at least a year, and has the employer's permission to ask for this restraining order.
- An employee or teacher at a school that the person has gone to in the last six months, who has permission from a school administrator or staff supervisor.

A judge can grant a GVRO for one to five years to stop someone from having, owning, or buying any firearms (guns), firearm parts, ammunition, or magazines. Once an order is granted by a judge, the police can be called to enforce the order and the restrained person will have to turn in any firearms or ammunition they have.

DISCUSSION

The Oxnard Police Department ("OPD"), represented by the Oxnard City Attorney's Office has filed fifteen GVROs so far in 2024. Although the City Attorney's Office has represented the OPD at multiple gun violence restraining order hearings, the following case is a clear example of a person that poses a significant danger of causing personal injury to themselves or another by having a firearm:

On April 1, 2024, the Respondent resisted arrest while being arrested for battery, and stated that if the OPD returned to his residence he would shoot officers. The Respondent actively resisted being arrested by tensing up his body, trying to pull away from officers, squirming on the ground, and pushing his foot against the wall. He used so much force that he

put his foot completely through the wall, causing a large hole. Respondent was charged with battery on his mother's boyfriend, who told officers that the Respondent had previously made several suicidal and aggressive statements.

The OPD transported the Respondent to the hospital for a medical clearance. While at the hospital, the Respondent became aggressive, continued resisting officers, and stated that the officers were going to work for their money, and he was ready to "catch more charges." While officers were placing the Respondent into a police unit, he stated "if you guys come back to my house, I am going to shoot you." While driving to the Ventura County Jail, the Respondent made several threatening statements that if he had guns when officers had arrived that it would have been a different outcome. The Respondent stated several times that he wished he had guns when officers had arrived. Respondent stated that when he got out of jail that he would find all the officers who participated in his arrest. The OPD collected Respondent's AR-15 assault rifle. The City Attorney's Office obtained a 5-year gun violence restraining order against this individual.

This case highlights the importance of Gun Violence Restraining Orders.

According to the Countywide statistics provided to the City of Oxnard by the Ventura County District Attorney's Office, thus far forty-two GVROs have been filed in 2024 with the Ventura County Superior Court, and the Ventura County Superior Court has granted twenty-three GVROs Countywide. Twelve of the twenty-three granted GVROs are from the City of Oxnard. The City of Oxnard has filed fifteen GVROs in 2024 thus far, filed fifteen GVROs in 2023, and filed fourteen GVROs in 2022.

The Ventura County District Attorney's Office, Oxnard Police Department and the City Attorney's Office will provide a presentation to the City Council regarding Gun Violence Restraining Orders: A Critical Tool to Help Reduce Gun Violence.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Andrew Gonzalez, Deputy City Attorney

ATTACHMENTS

1. 10-15-24 Gun Violence Restraining Orders City Council Presentation
2. Gun Violence Restraining Orders. A Critical Tool to Help Reduce Gun Violence



Gun Violence Restraining Orders:

A Critical Tool to Help Reduce Gun Violence



What is a Gun Violence Restraining Order?

- Different from a Domestic Violence Restraining Order or Civil Harassment Restraining Order
- A GVRO can stop someone from having, owning, or buying any firearms (guns), firearm parts, ammunition, or magazines when they pose an immediate threat to themselves or others
- The GVRO is a civil procedure, not a criminal one



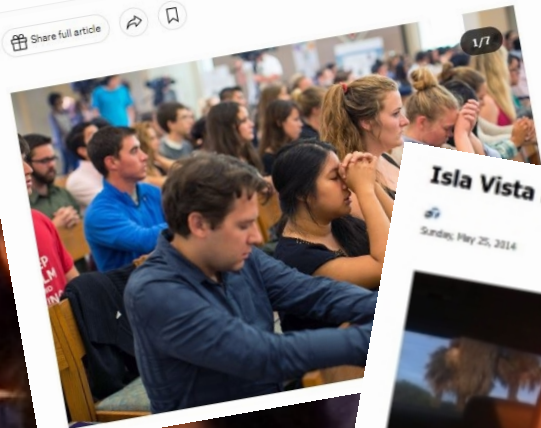
Isla Vista May 2014

Isla Vista-inspired gun restraining orders sent to Jerry Brown

BY CHRISTOPHER CADELAGO - CCADLAGO@SACBEE.COM
UPDATED AUGUST 29, 2014 7:04 PM

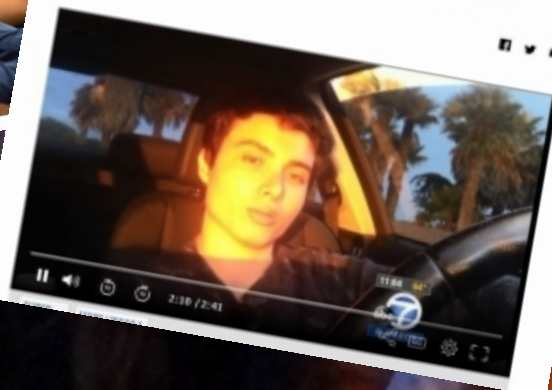


Parents' Nightmare: Futile Race to Stop Killings



Isla Vista massacre: 7 killed, 13 injured

Sunday, May 25, 2014



Sunday Los Angeles Times

82.00 DESIGNATED AREAS HIGHER 158 PAGES © 2014 NYT SUNDAY, MAY 25, 2014 latimes.com

GOP donors backing Brown

Previous supporters of
Republicans are now
aiding the governor,
neglecting his rivals.

BY SHEMA MEHTA

With Democratic Gov. Jerry Brown expected to romp to reelection this year against little-known rivals, many donors who gave Republican candidates more than \$17 million in the last gubernatorial contest are now keeping their hands in their pockets.

But those who are writing checks are largely giving them to Jerry Brown. The governor has received nearly \$2 million, a Times analysis of campaign reports found, from donors who funded Meg Whitman and Steve Pritz's Republican gubernatorial bids in 2010. That's more than three times as much as his current GOP rivals have received from those donors.

Allstate Insurance Co., Burlington Northern Santa Fe Railway, the California Restaurant Assn., PAC and the California Refuse Recycling Council PAC are among those that delivered five-figure checks to Pritz or Whitman the last time around.

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I'm Don-
J.B. Treas-
Kashkari,
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ributors had
3 by Brown's
saying, he
ping state
into a surplus
e deposits into
and
e needed a lot of
last few years,
Brown has been
Jonathan, A20)

Rampage in Isla Vista

Student dies of gunshot after killing 6, wounding 13



DAVID KRAVITZ / LOS ANGELES TIMES

THE ATTACKER'S CAR is cordoned off in Isla Vista, where seven people, including the killer, were slain. He was found slumped in the BMW, three handguns and more than 400 rounds of ammunition at his side.

Killer's videos reflect cold rage

BY JOE MORRIS,
AMANDA COVARELLAS
AND RICHARD WINTON

ISLA VISTA, Calif. — In video after video, Elliot Rodger roared Santa Barbara like an invincible man, narrating his lonely existence in a strange, clinical tone, consumed by a feeling of total alienation.

"Look at them," Rodger said to his camera phone, staring at a couple on a picnic bench at the beach. "He's in heaven right now, sitting on this beautiful beach, kissing her, feeling her love, while I'm sitting here alone, cause no beautiful girl wants to be my girlfriend."

But that appearance of childish guilelessness — a 22-year-old man lamenting that he was still a virgin and expressing the simple desire to be loved by a woman — gave way to cold rage, then smoldering pledges of revenge to come.

"I don't know why you girls haven't been attracted to me, but I will punish you, for it is an injustice," he said. "I'll take great pleasure in slaughtering all of you. You will finally see that I am the superior one, the true alpha male."

He posted eight such videos on YouTube on Friday evening before, officials say, he went on a rampage. Air-
[See Rodger, A17]



DAVID KRAVITZ / LOS ANGELES TIMES

ELLIOT RODGER'S ramblings describe the internal turmoil of a young man at once arrogant and pathetic, sinking deeper into despair and anger.

BY ADOLFO FLORES,
KATE MATHER
AND SCOTT GOLD

ISLA VISTA — At first, when it began, it was lost to the soundtrack of another Friday night in this half-top college town: screaming tires and what sounded like fireworks.

But then — shattered glass. Screams. Within 10 minutes, it was done — seven dead, 13 wounded, a tormented young man slumped at the wheel of a shattered BMW, a gunshot wound to his head, three semiautomatic handguns and more than 400 rounds of ammunition at his side.

Behind him, there were 10 distinct crime scenes in a single square mile — skateboards and bikers run down and tossed into the air, bullets bursting through the windows of shops, police officers tackling pedestrians and hauling them indoors to protect them, two young women dying on the lawn of a sorority.

For months, Elliot Rodger, 22, had posed behind the wheel of that same BMW, posting videos of himself on social media.

The son of a Hollywood director, he was born to a privileged world, but he had been suffocating in sadness and self-loathing out at those he felt had rejected him. To the popular kids, the sorority sisters, "the brides," he had promised "a day of retribution."

On Friday, the authorities said, it arrived. Santa Barbara County Sheriff Bill Brown called the rampage "premeditated mass murder," the "work of a madman."

A 15-page dispatch Rodger-
[See Rampage, A18]

The neighborhood
Isla Vista's troubles belie

NEWS

Isla Vista killer was from Calabasas, bought gun in Oxnard; slain Westlake grad mourned

In a college community, disbelief turns to outrage and mourning



UCSB student Connor London gets a hug from fellow student Noel Peake after placing memorial flowers in the bullet holes in the front glass of the I.V. Deli Mart in Isla Vista. (Gina Ferazzi / Los Angeles Times)

Isla Vista Massacre: What Do We Know About Elliot Rodger's Rampage?

Just before 9:30 p.m. on Friday night, a stretch of idyllic California coast became a scene of carnage.



In 2016, the Legislature Responded

- 2016 Ca. Enacts GVR0 Legislation also known as “Red Flag Laws”
- Falls under Penal Code sections 18100-18197
- Created ability for law enforcement to obtain Emergency Gun Violence Restraining Orders to temporarily prevent a person who is at-risk of hurting themselves or others from possessing or purchasing any firearms or ammunition
- Exclusively available to law enforcement

GV-100 Petition for Gun Violence Restraining Order

Read *Can a Gun Violence Restraining Order Help Me?* (form GV-100) before completing this form.

1 Petitioner

a. Your Full Name or Name of Law Enforcement Agency:

b. Your relationship to the Respondent:

c. If you are a family member of the Respondent, write the name of the law enforcement agency in which the Respondent is employed. If you are not a family member, write the name of the law enforcement agency that employs you:

GV-100 Petition for Gun Violence Restraining Order

Respondent's Name: _____

Respondent's Address: _____

Respondent's Date of Birth: _____

Emergency Gun Violence Restraining Order

I, the undersigned, do hereby order that the Respondent be prohibited from possessing, purchasing, or attempting to purchase any firearm or ammunition for a period of _____ days.

Signature: _____

Date: _____



Emergency GVR0 – EPO-002

EPO-002

GUN VIOLENCE EMERGENCY PROTECTIVE ORDER

1. RESTRAINED PERSON (insert name):

Address:

Gender: ☐ M ☐ F ☐ Nonbinary Ht.: _____ Wt.: _____ Hair color: _____

Eye color: _____ Race: _____ Age: _____ Date of birth: _____

2. TO THE RESTRAINED PERSON

(Also see Important Warnings and Information on page 2):

You are required to surrender all firearms, ammunition, and magazines that you own or possess in accordance with Section 18120 of the Penal Code and you may not have in your custody or control, own, purchase, possess, or receive, or attempt to purchase or receive, any firearm, ammunition, or magazine while this order is in effect. However a more permanent gun violence restraining order may be obtained from the court. You may seek the advice of an attorney as to any matter connected with the order. The attorney should be consulted promptly so that the attorney may assist you in any matter connected with the order.

If you have any firearms (guns), firearm parts (receivers, frames, and any item that may be used as or easily turned into a receiver or frame), ammunition, or magazines, you MUST IMMEDIATELY SURRENDER (GIVE) THEM if asked by a police officer. If a police officer does not ask you to surrender the items, within 24 hours of getting this order, you must take them to a police station or a licensed gun dealer to sell or store them and must file a receipt with the court proving that this has been done. You have 48 hours to file a receipt with the court shown to the right. **If you do not file a receipt within 48 hours you have violated this order and can go to jail.**

3. This order will last until:

Time

INSERT DATE OF 21st CALENDAR DAY (DO NOT COUNT DAY THE ORDER IS GRANTED)

4. Court Hearing ☐ A court hearing will be set within 21 days.

☐ A court hearing will take place at the court above on: Date: _____ Time/Dept: _____

You must attend the court hearing if you do not want this restraining order against you. You may attend the hearing remotely (check your court's website for instructions). At the hearing, the judge can make this order last for up to five years.

5. Reasonable grounds for the issuance of this order exist, and a Gun Violence Emergency Protective Order (1) is necessary because the Restrained Person poses an immediate danger of causing personal injury to himself or to another by having custody or control, owning, purchasing, possessing, or receiving any firearms, firearm parts, ammunition, or magazines; and (2) less restrictive alternatives were ineffective or have been determined to be inadequate or inappropriate under the circumstances.

6. Judicial officer (name): _____ granted this order on (date): _____ at (time): _____

APPLICATION

7. Officer has a reasonable cause to believe that the grounds set forth in item 5, above, exist (state supporting facts and dates; specify weapons—number, type and location):

8. ☐ Firearms (including parts) were ☐ observed ☐ reported ☐ physically searched for ☐ seized.

☐ Ammunition (including magazines) was ☐ observed ☐ reported ☐ physically searched for ☐ seized.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: _____

(PRINT NAME OF LAW ENFORCEMENT OFFICER)

(SIGNATURE OF LAW ENFORCEMENT OFFICER)

Agency: _____

Telephone No: _____

Badge No: _____

Address: _____

PROOF OF SERVICE

9. I personally delivered copies of this Order to the restrained person name in item 1.

Date of service: _____ Time of service: _____ Address: _____

10. At the time of service, I was at least 18 years of age.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

(TYPE OR PRINT NAME OF SERVER/LAW ENFORCEMENT OFFICER)

(SIGNATURE OF SERVER)

Judicial Council of California, www.courtinfo.ca.gov
Rev. January 1, 2024, Mandatory Form
Penal Code, § 18125 et seq.

Gun Violence Emergency Protective Order (CLETS-EGV)

ONE copy to court, ONE copy to restrained person, ONE copy to issuing agency

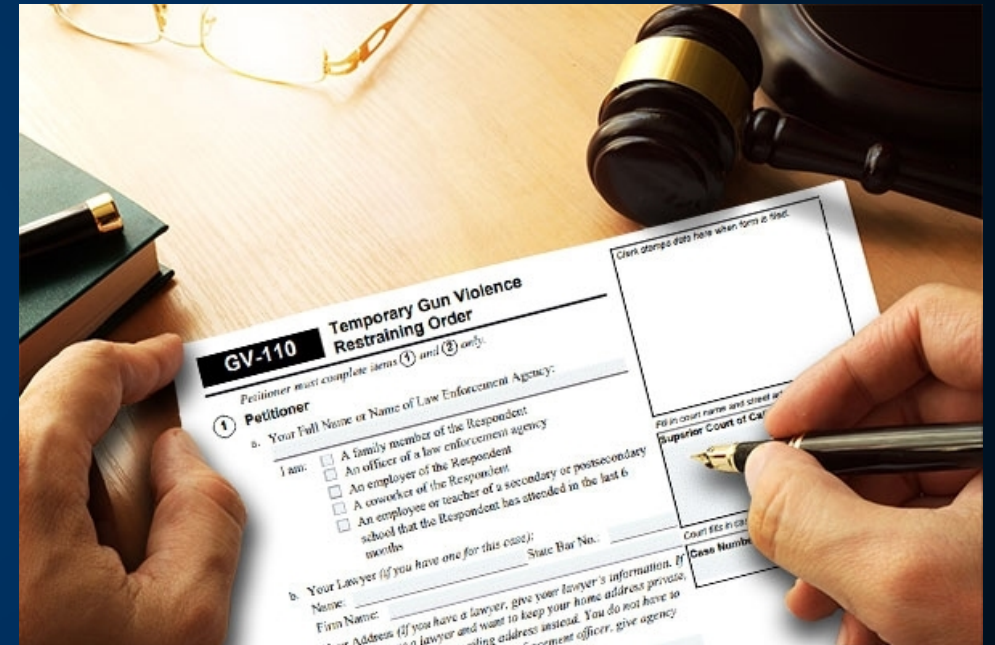
Page 1 of 2



In 2020, the Law Expanded

- Legislature expanded GVR0 law to create Ex Parte GVR0's
- Available to law enforcement AND specific civilians:
 - Police officers
 - Close family members
 - Roommate
 - Employer / coworker
 - School teacher or employee
 - Dating relationship

Process involves filling out 6 forms, found at <http://www.courts.ca.gov/forms.htm>





Constitutionality

“We, [the Supreme Court] have held that the right to keep and bear arms is among the ‘fundamental rights necessary to our system of ordered liberty.’”

However:

“[T]he Second Amendment permits the disarmament of individuals who pose a credible threat to the physical safety of others.”





How does it help people stay safe?

The goal is to ensure the safety of the restrained individual and those around them by restricting their access to firearms.

This creates safer circumstances for the individual to seek treatment, stabilize their behavior, or access resources to address the underlying causes of their dangerous behaviors.





Example Scenarios

COWORKER: My co-worker and I have been on the same shift for months now and I noticed he's been struggling and has alienated himself from everyone at work. Lately he has been watching a lot of violent content online, making strange remarks, and going to a shooting range. He owns several guns, and I am worried that he's going through a crisis and needs help.

THERAPIST: A local man has threatened his wife and neighbor as he believes they are having an affair. While the family has been aware of the threats, they have been afraid to go to the police. Recently the wife shared this information with me, but they aren't sure what they can do.

TEACHER: One of my students seems to be struggling lately. He quit all his clubs and was written up repeatedly for posting violent content online. He told another student he has a shotgun. I am worried that he's going through a crisis and needs help.



Process for Ex Parte (Civilian) GVR0s

1. Prepare and File Petition

- Complete forms and submit to the court.
- Provide facts showing the subject poses a significant danger to self or others if they have a firearm.

2. Ex Parte Hearing

- No required notice to the respondent (person to be restrained)
- A judicial officer reviews evidence and determines if the GVR0 should be issued based on a preponderance of the evidence.

3. Issuance of GVR0

- If granted, the order is valid for up to 21 days.
- Law enforcement serves the order and seizes firearms from the subject.

4. Follow-Up Hearing

- A court hearing is scheduled within 21 days to allow the parties to present and challenge the evidence
- A judicial officer determines if the GVR0 should be extended for 1-5 years.



GVR0s in Oxnard

- The Oxnard Police Department represented by the Oxnard City Attorney's Office has filed fifteen GVR0s so far in 2024. Although the City Attorney's Office has represented the Oxnard Police Department at multiple gun violence restraining order hearings, the following case is a great example of a person that poses a significant danger of causing personal injury to themselves or another by having a firearm. This case highlights why gun violence restraining orders are so important.
- According to the Countywide statistics provided to the City of Oxnard by the Ventura County District Attorney's Office, so far in 2024, forty-two GVR0s have been filed with the Ventura County Superior Court and the Ventura County Superior Court has granted twenty-three GVR0s Countywide. Twelve of the twenty-three granted GVR0s are from the City of Oxnard. The City of Oxnard has filed fifteen GVR0s in 2024, filed fifteen GVR0s in 2023, and filed fourteen GVR0s in 2022.



GVR0 Case Example

On April 1, 2024, while being arrested for battery, Respondent resisted arrest and Respondent stated that if the Oxnard Police Department (“OPD”) returned to his residence that he would shoot OPD Officers. Respondent actively resisted being arrested by the OPD by tensing up his body, trying to pull away from officers, squirming on the ground and pushing his foot against the wall with so much force that the Respondent put his foot completely through the wall causing a large hole in the wall. Respondent was arrested for a battery towards his mother’s boyfriend who told officers that Respondent has previously made several suicidal and aggressive statements.

The OPD transported Respondent to the hospital for a medical clearance where Respondent became aggressive, continued resisting Officers and stated that, Officers were going to work for their money and he was ready to “catch more charges.” While Officers were placing Respondent into a police unit, Respondent stated “if you guys come back to my house, I am going to shoot you.” While driving to the Ventura County main jail, Respondent made several threatening statements that if he had guns when Officers had arrived that it would have been a different outcome. Respondent stated several times that he wished he had guns when Officers had arrived. Respondent stated that when he got out of jail that he would find all of the Officers who participated in his arrest. The OPD collected Respondent’s AR15 assault rifle. The City Attorney’s Office obtained a 5-year gun violence restraining order against this individual.



GVR0s are Underutilized

GVR0's in Ventura County

2016- 1

2018- 4

2020- 18

2022- 42

2023- 46





Working to Improve GVR0 Utilization

Public awareness is critical

- 2020 Ca study indicated that 66% of population had never heard of GVR0's or 'red flag' laws

Law enforcement use

- 2021 study showed only 56% of officers received GVR0 training
- Willingness to use GVR0's increases when training received

Recently, Governor Newsom has signed several bills relating to gun violence, which provide additional tools that will enhance the use of GVR0s.



Bottom Line

If you know someone who poses a risk of violence and has access to a firearm, you should call the police and ask about a GVR0.



Thank you!

Rikole Kelly
Deputy District Attorney
rikole.kelly@ventura.org
805-654-3904

Freddy Padilla
District Attorney Investigator
Firearms Relinquishment Unit
Freddy.padilla@ventura.org

City Council
October 15, 2024

**Presentation Regarding Gun Violence
Restraining Orders: A Critical Tool to
Help Reduce Gun Violence.**

Andrew Gonzalez, Deputy City Attorney

Recommendation

That the City Council receive a presentation by the Ventura County District Attorney's Office, Oxnard Police Department and the City Attorney's Office regarding Gun Violence Restraining Orders: A Critical Tool to Help Reduce Gun Violence.

Background

There are different types of restraining orders. A Gun Violence Restraining Order (“GVRO”), sometimes referred to as a red flag law, can stop someone from having, owning, or buying any firearms (guns), firearm parts, ammunition, or magazines.

Only certain people can ask for a GVRO if they think someone is dangerous and should be restricted from having or buying firearms and ammunition, including:

- Law enforcement officer or agency.
- The person's immediate family member, including a spouse, parent, child, grandparent, or any other person who regularly lives with them now or lived with them in the last 6 months.
- The person's employer.
- The person's co-worker who has regular contact with the person and has worked with them for at least a year, and has the employer's permission to ask for this restraining order.
- An employee or teacher at a school that the person has gone to in the last six months, who has permission from a school administrator or staff supervisor.

Background

A judge can grant a GVRO for one to five years to stop someone from having, owning, or buying any firearms (guns), firearm parts, ammunition, or magazines. Once an order is granted by a judge, the police can be called to enforce the order and the restrained person will have to turn in any firearms or ammunition they have.

Discussion

The Oxnard Police Department represented by the Oxnard City Attorney's Office has filed fifteen GVROs so far in 2024. Although the City Attorney's Office has represented the Oxnard Police Department at multiple gun violence restraining order hearings, the following case is a great example of a person that poses a significant danger of causing personal injury to themselves or another by having a firearm. This case highlights why gun violence restraining orders are so important.

Discussion

On April 1, 2024, while being arrested for battery, Respondent resisted arrest and Respondent stated that if the Oxnard Police Department (“OPD”) returned to his residence that he would shoot OPD Officers. Respondent actively resisted being arrested by the OPD by tensing up his body, trying to pull away from officers, squirming on the ground and pushing his foot against the wall with so much force that the Respondent put his foot completely through the wall causing a large hole in the wall. Respondent was arrested for a battery towards his mother’s boyfriend who told officers that Respondent has previously made several suicidal and aggressive statements.

Discussion

The OPD transported Respondent to the hospital for a medical clearance where Respondent became aggressive, continued resisting Officers and stated that, Officers were going to work for their money and he was ready to “catch more charges.” While Officers were placing Respondent into a police unit, Respondent stated “if you guys come back to my house, I am going to shoot you.” While driving to the Ventura County main jail, Respondent made several threatening statements that if he had guns when Officers had arrived that it would have been a different outcome. Respondent stated several times that he wished he had guns when Officers had arrived. Respondent stated that when he got out of jail that he would find all of the Officers who participated in his arrest. The OPD collected Respondent’s AR15 assault rifle. The City Attorney’s Office obtained a 5-year gun violence restraining order against this individual.

Discussion

According to the Countywide statistics provided to the City of Oxnard by the Ventura County District Attorney's Office, so far in 2024, forty-two GVROs have been filed with the Ventura County Superior Court and the Ventura County Superior Court has granted twenty-three GVROs Countywide. Twelve of the twenty-three granted GVROs are from the City of Oxnard. The City of Oxnard has filed fifteen GVROs in 2024, filed fifteen GVROs in 2023, and filed fourteen GVROs in 2022.

Questions?



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

DATE: October 15, 2024

TO: City Council

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

SUBJECT: Resolution Regarding Job Outsourcing at Dignity Health's St. John's Regional Medical Center. (30 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.

(The Community Services, Public Safety, Housing & Development Committee approved 2-1 on September 24, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/UDAJHTcy57s>

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.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-1 on September 24, 2024.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. Resolution re Dignity Health Outsourcing.09-2024
2. Consideration of Request for Future Council Agenda Item_ Council Oct

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

Resolution Regarding Job Outsourcing at Dignity Health's St. John's Regional Medical Center.

City Council

October 15, 2024

That the City Council consider 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.
- The request was referred to the catch all committee in September. The committee recommended to present the item to the City Council for consideration.



QUESTIONS



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

DATE: October 15, 2024
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of September 17, 2024, regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 09 17 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
September 17, 2024

A. ROLL CALL, POSTING OF AGENDA

At 4:30 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Valenzuela joined the meeting at 5:35 p.m.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Molina v. Nguyen, et al.
Court of Appeal, Second Appellate District, Division Six Case No. B327286 (Superior Court Case No. 56-2020-00541689-CU-PT-VTA)
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
Based on existing facts and circumstances, there is significant exposure to litigation against the City in two potential cases.
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
Legislative Body: City Council

City Attorney Fischer read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(2). Based on existing facts and circumstances, there is significant exposure to litigation against the City in two potential cases.

The first potential case against the City involves a demand to release funds withheld by the City on the Community Park East restroom remodel project pursuant to stop payment notices filed by FAMCOM, a material supplier subcontractor that provided plumbing fixtures for the project.

The second potential case against the City is related to a remediation order from the Los Angeles Regional Water Quality Control Board to the City regarding a release of chemicals at property located at 1060 Pacific Avenue.

The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case.

Item C.1 regarding existing litigation has been pulled from the closed session agenda."

At 4:32 p.m., the City Council recessed to a closed session. At 5:06 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement: "The City Council by a unanimous vote [6-0, with Councilmember Valenzuela absent] has directed the City Attorney to initiate an action. The action, the defendants, and the other particulars shall, once unsealed, be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage."

D. APPOINTMENT ITEMS (5:00 PM)

1. Public Works Department

SUBJECT: Water Workshop.

RECOMMENDATION: That the City Council hold a Water Workshop.

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

Michael Wolfe, Public Works Director presented to Council and introduced representatives from the local water agencies who provided live presentations. Arne Anselm, Agency Interim Executive Officer presented for Fox Canyon Groundwater Management Agency. Kristine McCaffrey, General Manager and Ian Prichard, Deputy General Manager presented for Calleguas Municipal Water District. John Lindquist, Water Resources Supervisor presented for United Water Conservation District. The reports were received and filed; no formal action was required.

Public comments were received from Steve Nash, Lynn Maulhardt, Larry Stein, Steve Huber, and Barbara Macri-Ortiz. Written comments were received from Steven Nash.

E. OPENING CEREMONIES (7:00 PM)

Mayor Zaragoza led the pledge of allegiance.

F. CEREMONIAL ITEMS

1. Presentation of a Proclamation Designating the Week of September 17 - 23, 2024 as "Constitution Week."

Mayor Zaragoza read the proclamation and presented it to Stephen M. Fischer, City Attorney for the City of Oxnard, who made some remarks.

2. Presentation of a Commendation to the El Rio Fastpitch 12u Gold Allstar Team for Winning the USA Softball State and National Championship.

Mayor Zaragoza read the proclamation and presented it to Ramon Tinoco, Vanessa Garcia Ramos, Dante Jackson, and Carlos Acosta, the team's coaches and members of the El Rio Fastpitch, Inc., 12u Gold All-Star team. The team was recognized for their incredible achievements. The coaches and team members accepted the proclamation and followed with a few words.

3. Presentation of a Commendation to The Arc of Ventura County on the Occasion of Their 70th Anniversary.

Mayor Zaragoza read the proclamation and presented it to Esther Anaya, Executive Director of the Arc of Ventura County, who made some remarks.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ronald Arruejo (stipend for Planning Commissioners), Steve Nash (United Water Conservation District candidate), Danny Aikon (United Water Conservation District candidate), Rachel Jones (United Water Conservation District candidate), Steve Huber (amend city code), Pat Brown (housing for homeless), Lynn Maulhardt (United Water Conservation District candidate), and Melissa Munoz (air pollution event).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen did not have any community updates to report.

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L-6 were reviewed and discussed among the Council and staff.

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the July 16, 2024 and July 30, 2024 regular meetings as presented.

2. Public Works Department

SUBJECT: First Amendment for Agreement 32400250 with NBS Government Finance Group for Special District Administrative, Professional, and Technical Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the First Amendment to an Agreement with NBS Government Finance Group in the amount of \$387,718 for a new not to exceed contract amount of \$1,462,952 for ongoing administrative, professional, and technical services for the Special Districts Division.

(This item did not originate in committee because it is a continuation of an item previously approved by the City Council.)

3. Police Department

SUBJECT: Southern California High Tech Task Force (SCHTTF) Agreement # 32500147 to provide professional services to the Police Department.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a two-year service agreement (agreement #32500147) with the County of Ventura and the Ventura County Sheriff's Office for services with the Southern California High Technology Task Force (SCHTTF) in an amount not to exceed \$250,000.

4. City Manager Department

SUBJECT: Readopt **Resolution No. 15,826** to Accept a State Grant for \$500,000 to Fund Special Districts Division Water Quality Remediation Projects in the Channel Islands Harbor.

RECOMMENDATION: That the City Council:

1. Readopt **Resolution No. 15,826** of the City Council of the City of Oxnard Authorizing the City of Oxnard to enter into an Agreement (4600015993) with the State

of California Department of Water Resources to receive funds for the Channel Islands Water Quality Remediation Projects and Authorizing the City Manager to Execute the Agreement on behalf of the City;

2. Accept a grant from the California State Department of Water Resources (DWR) in the amount of \$500,000 for the Channel Islands Harbor water quality remediation; and
3. Reauthorize the City Manager to execute the grant agreement and the Finance Director or designee to submit the financial reports, grant claims, and approve the budget appropriations for the use of the grant funds; and the Director of Public Works or designee to submit the non-financial reports.

5. Housing Department

SUBJECT: Amendment and Extension of the Agreement with the County of Ventura and local hotel operators in support of the Encampment Resolution Funding Program.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a First Amendment to Agreement No. 32400434 with the County of Ventura for partnership in delivery of encampment response outreach and case management services via the Ventura County Health Care Agency in the amount of \$145,000 for a total agreement amount not to exceed \$1,308,614.34, and to extend the term of the agreement to April 30, 2025;
2. Authorize the City Manager, or designee, to negotiate and execute agreements with local hotel operators through February 28, 2025 to offer non-congregate shelter.

(This item did not originate in Committee because it is a continuation of an item previously approved by City Council.)

6. Finance Department

SUBJECT: City's Monthly Investment Report for the period ending July 31, 2024.

RECOMMENDATION: This is an information item for the City Council to receive and file.

This item did not originate in Committee.

Consent Items L.1, L.2, L.4, & L.6

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Madrigal, to approve the Information/Consent items as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

Consent Items L.3 & L.5

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Madrigal, to approve the Information/Consent items as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Valenzuela, and Zaragoza voted in favor; motion carried 6-0-1. Councilmember Teran recused due to his business contract with the County of Ventura.

M. PUBLIC HEARINGS**1. Community Development Department**

SUBJECT: Request for a Zone Change to adopt the proposed Affordable Housing Discretionary (AHD) Additive Zone for the project site; and Appeal of Planning and Zoning Permit No. 22-500-04 (Special Use Permit); Property Located at 2151 Lockwood Street, APN 213-0-090-275; Project Name: Lockwood III Apartments.

RECOMMENDATION: That the City Council conduct a public hearing and:

1. Adopt **Resolution No. 15,827**, adopting Final Initial Study/Mitigated Negative Declaration (Final IS/MND) No. 24-01 for the 2151 Lockwood Street; Lockwood III Apartments Project (Governor's Office of Planning and Research State Clearinghouse No. 2024030528);
2. Introduce **Ordinance No. 3050** (by title only, waiving further reading) approving Planning and Zoning Permit No. 22-570-01 (Zone Change), subject to certain findings and conditions; and
3. Adopt **Resolution No. 15,828** denying the appeal and upholding the Planning Commission's decision to grant Planning and Zoning Permit No. 22-500-04 (Special Use Permit) and Planning and Zoning Permit No. 22-535-03 (Density Bonus), subject to certain findings and conditions.

(This is a Public Hearing and was reviewed by the Planning Commission, therefore this item did not originate in Committee.)

The City Clerk announced the affidavit of publication and stated that no written communications were received. However, a written comment letter was submitted by Marjan R. Abubo, Lozeau Drury, LLP which was not received due to an IT issue. The written comment letter was then resubmitted. Once, the written comment letter was received by the City Clerk, it was forwarded to Council.

Councilmembers reported the ex parte communications received on this item.

Joe Pearson II, AICP, Planning and Environmental Services Manager and Michael E. Houlihan, AICP, Principal, were available to answer questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Larry Stein. Marjan R. Abubo, Lozeau Drury, LLP; spoke on behalf of the appellant. Tom Cohen, Cohen Land Use Law, spoke on behalf of the applicant.

With no further requests to speak and without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

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

N. REPORTS

1. Finance Department

SUBJECT: Fifth Amendment to Tyler Technologies Software as an ERP Service Agreement (A-8767), Extending the Contract for Five-Year Term, Expiring October 31, 2029.

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute a Fifth Amendment with Tyler Technologies, Inc. for an Enterprise Resource Planning (ERP) Software as a Service (SaaS) Agreement for a First Renewal for a Five-Year Term for an Amount Not to Exceed \$5,800,000 for a New Ten-Year Contract Total of \$11,500,000.

Javier Chagoyen-Lazaro, Chief Financial Officer and Mark Sewell, Assistant Chief Financial Officer were available to answer questions. Public comments were received from Larry Stein.

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

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 9:02 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.2

DATE: October 15, 2024

TO: City Council

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

SUBJECT: Restatement of City and Successor Agency Capital Assets.

RECOMMENDATION

That the City Council receives and files a report on the Restatement of City and Oxnard Community Development Commission Successor Agency (Successor Agency) Capital Assets.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/fWoc_5zo_8

BACKGROUND

The Successor Agency has reached an important milestone in the winding down of the affairs of the City's former redevelopment agency, the Oxnard Community Development Commission. With corrective capital asset actions to be reported in the City's 2024 Annual Comprehensive Financial Report (ACFR), the Successor Agency completes the disposition of its capital assets portfolio and remains on track to sunset upon the scheduled amortization of its remaining bond and development payment obligations.

In 2023, the Successor Agency completed the disposition of its legally titled real property as authorized in the Successor Agency's Long Range Property Management Plan (LRPMP) and as approved by the State Department of Finance and the Ventura County Consolidated Oversight Board (VCCOB).

However, after recording the final disposition of legally titled Successor Agency capital assets, analysis of the remaining capital asset and project accounting records determined that a list of forty-nine (49) records representing \$28 million in capitalization accounting entries have been reported in the Successor Agency's annual financial statements, the ACFR, since the 2012 redevelopment agency dissolution.

Specifically, the former redevelopment agency's pre-dissolution contributions to improvements to City property were not filtered from the Successor Agency general ledger accounts at the time of the 2012 dissolution and the Successor Agency's corresponding split from the City's financial reporting entity. These improvements to City property were incorrectly reported as Successor Agency capital assets instead of City capital assets. As a result, the Successor Agency's capital asset records have been overstated, and the City's capital assets have been understated since 2012.

In late 2023 and into 2024, City staff members analyzed and used their best efforts to research and validate the sources of the listed Successor Agency capital asset records to confirm the proper correcting accounting treatment. City staff identified and examined general ledger project activity reports for each identified capital asset record. The project activity report provides insights into the original funding sources, including a detailed breakdown of all transactions associated with a project, encompassing invoice payments to vendors, labor costs, and other expenditures.

City staff research concluded that of the forty-nine (49) remaining Successor Agency asset records, twenty-seven (27) records with a current book value of \$17.8 million represented pre-dissolution redevelopment agency expenditures that

were contributions/improvements to City property. These improvements include Cypress Park improvements, Saviers Road improvements, and Southwinds basketball courts. These assets will be reclassified as City assets in the 2024 ACFR by a correction and restatement of the City's Beginning Net Position.

An additional twenty-two (22) remaining Successor Agency asset records, with a book value of \$10.8 million, lacked clear documentation from the available project budget and activity reports. The source project expenditures occurred several decades before the 2012 redevelopment dissolution, and conclusive information about some project expenditures is no longer readily available. While these pre-dissolution redevelopment agency expenditures were possibly or even probably contributions to City infrastructure, the 2024 correcting accounting entries err on the side of caution. These assets will be removed from the Successor Agency accounts but will not be reclassified as City assets because of inconclusive information.

With these restatements, the 2024 ACFR will resolve and clear misclassified capital assets from the Successor Agency financial records. The restatements have no monetary compensation since the redevelopment agency expenditures were appropriated as contributions/improvements to City property in the original year of expenditure.

The proposed accounting corrections are administrative in nature and are not subject to approval by the VCCOB since they correct accounting entries that originated prior to the 2012 redevelopment agency dissolution. While the VCCOB holds authority over the post-dissolution disposition of Successor Agency property, the Successor Agency does not hold title to any remaining property for the VCCOB to approve. The proposed correction instead brings internal erroneous accounting records into sync with the VCCOB's approved LRPMP.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

The 2024 ACFR will update and correct the beginning net positions of the City and Successor Agency by removing \$28 million in misclassified capital assets from the Successor Agency and by adding \$17.8 million of these assets to the City capital asset balance. This action will bring the Successor Agency's internal general ledger financial records and published external financial statements into sync with the State and VCCOB-approved LRPMP. By clearing these misclassified capital assets from its financial reports, the Successor Agency completes another milestone in the State mandate to wind down the affairs of the former redevelopment agency.

COMMITTEE OUTCOME

The Finance and Governance Committee approved the staff recommendation 3-0 on July 23, 2024, and forwarded the item for Council approval.

Prepared by: Adam Smith, Project Manager, Beth Vo, Assistant Chief Financial Officer

ATTACHMENTS

1. Attachment 1 - Successor Agency Capital Record Corrections
2. Attachment 2 - 2023-24 Draft ACFR Footnote Disclosure - Prior Period Adjustment - Capital Assets
3. Presentation

ATTACHMENT 1

Restatement						
Item	Project # Description	Subclass	Date	Gross Book Value	LTD Accum Depr	Current Book Value
1	018201 DOWNTOWN LIGHTING PROJECT	IOB	01/30/03	4,372.67	2,239.28	2,133.39
2	038201 PARKING STRUCTURE B STREET	IOB	01/30/03	429,000.00	219,694.34	209,305.66
3	038202 DOWNTOWN THEATER PROJECT	IOB	01/30/03	1,995,373.14	1,021,846.58	973,526.56
4	008401 ENTRYWAY AND MEDIAN IMPROVEMEN	IOB	01/30/06	21,090.85	9,218.92	11,871.93
5	038401 SOUTHWIND BASKETBALL COURT (FA	IOB	01/30/07	14,585.33	6,010.68	8,574.65
6	098702 CYPRESS PARK IMPROVEMENT	IOB	01/30/10	4,233,752.00	1,427,210.06	2,806,541.94
7	048204 CENTRAL BUS DIST STREETSCAPE	IOB	01/30/11	4,136,817.99	1,291,110.70	2,845,707.29
8	958201 SIGN/IMAGE REHAB PROJ #958201	IOB	01/30/12	94,622.56	27,166.31	67,456.25
9	063111 HERO ROSE PARK RESURF #063111	IOB	01/30/12	1,153,248.62	331,099.86	822,148.76
10	113105 CYPRESS GARDENS RESURFACE	IOB	01/30/14	127,111.96	30,138.37	96,973.59
11	048202 SW SECURITY LIGHT/FENCING	IOB	01/30/17	353,823.53	114,721.14	239,102.39
12	088701 HERO BUS. FACADE IMPRVEMT	IOB	01/30/17	354,288.38	51,048.50	303,239.88
13	028301 DOWNTOWN FACADE IMPROVEMT	IOB	01/30/17	457,587.02	65,932.52	391,654.50
14	018702 SAVIERS RD. MEDIAN LANDSC	IOB	06/30/18	295,372.00	36,820.30	258,551.70
15	015401 SO OXNARD LIBRARY 2000 #015401	BLD	01/30/12	97,202.93	24,806.56	72,396.37
16	2000 Dodge Grand Caravan SE Ch	VEH	01/01/00	22,685.00	22,685.00	-
17	018702 SAVIERS RD MEDIAN LANDSCAPE	R&S	01/30/03	44,431.20	22,753.56	21,677.64
18	008501 ORMOND BEACH MEDIAN IMPROVEMEN	R&S	01/30/03	89,802.00	45,988.33	43,813.67
19	028601 PERKINS ROAD RESURFING	R&S	01/30/03	90,130.92	61,544.65	28,586.27
20	008501 ORMOND BEACH MEDIAN IMPROVEMEN	R&S	01/30/06	207,397.21	90,654.45	116,742.76
21	938401 COURTLAND STREET	R&S	01/30/10	438,195.36	147,716.94	290,478.42
22	098703 SO OXNARD MEDIAN PHASE 2	R&S	01/30/11	677,534.24	211,460.06	466,074.18
23	093111 SAVIERS RD IMPROVEMENT	R&S	01/30/12	3,627,007.93	1,041,320.78	2,585,687.15
24	018201 DOWNTOWN LIGHTING PROJECT	R&S	01/30/15	651,105.53	220,971.13	430,134.40
25	873114 HWY 101-RICE INTERCHANGE	R&S	01/30/15	1,028,356.23	218,114.97	810,241.26
26	078401 SOUTHWIND STREET PROJECTS	R&S	01/30/15	3,001,870.53	636,698.53	2,365,172.00
27	078501 ORMOND BEACH STREET PROJECTS	R&S	01/30/17	1,934,077.09	418,030.73	1,516,046.36
				25,580,842.22	7,797,003.25	17,783,838.97

Subclass Legend	
BLD	Buildings and Facilities
IOB	Improvements other than Buildings
IT	Computer hardware
R&S	Roadways and Streets
VEH	Vehicles

Write-Off							
Item	Project #	Description	Subclass	Date	Gross Book Value	LTD Accum Depr	Current Book Value
1		SOUTHWINDS STREET LIGHTNING	IOB	01/30/03	1,376.82	705.09	671.73
2		015704 PLAZA PARK IMPROVEMENTS	IOB	01/30/03	11,745.30	6,014.85	5,730.45
3		008601 HERO HOUSING REHABILITATION	IOB	01/30/03	61,610.06	31,551.00	30,059.06
4		958602 SW-HOUSING FND OWNERSHIP PROGR	IOB	01/30/03	80,000.00	40,968.65	39,031.35
5		918601 REDEV/MOBILEHOME REPL PROGRAM	IOB	01/30/03	122,399.49	62,681.75	59,717.74
6		018602 SOUTHWINDS REHAB	IOB	01/30/03	150,663.28	77,155.88	73,507.40
7		ORMOND BEACH - IMPROVEMENT	IOB	01/30/04	27,129.00	13,214.73	13,914.27
8	Res. 14,281 (p. 14)	SOUTHWIND PROJECT - IMPROVEMEN	IOB	01/30/04	53,761.00	26,187.36	27,573.64
9		HERO PROJECT - IMPROVEMENT	IOB	01/30/04	65,103.00	31,712.12	33,390.88
10		HOUSING SET ASIDE - IMPROVEMEN	IOB	01/30/04	275,942.00	134,413.30	141,528.70
11		CCRP - IMPROVEMENTS	IOB	01/30/04	985,035.00	479,817.52	505,217.48
12		015704 PLAZA PARK IMPROVEMENTS	IOB	01/30/07	12,000.00	4,945.26	7,054.74
13		068602 SOUTHWINDS BUILDING RENOVATION	IOB	01/30/10	33,853.80	11,412.22	22,441.58
14		958406 LANDSCAPE GRAFFITI ABATEMENT	IOB	01/30/10	63,379.48	21,365.42	42,014.06
15		PARK EXPANSION/IMPROVEMENT	IOB	01/30/11	31,304.82	9,770.33	21,534.49
16	Res. 14,281 (p. 16-25)	FACADE IMPROVEMENT PROGRAM	IOB	01/30/11	79,251.65	24,734.64	54,517.01
17		PARKING LOT RESURFACE	IOB	01/30/11	469,008.91	146,378.82	322,630.09
18		CAPITALIZED INTEREST FAS7584	IOB	01/30/16	1,174,211.25	219,695.18	954,516.07
19		305 & 350 S. OXNARD BLVD.	BLD	01/01/57	119,000.00	119,000.00	-
20		VARIOUS RDA BUILDING PROJECTS	BLD	01/30/93	689,433.00	467,046.11	222,386.89
21		Computer 8570, Printer 4216 &	IT	01/01/90	11,328.00	11,328.00	-
22		VARIOUS RDA INFRASTRUCTURE (CA	R&S	01/30/99	21,317,280.73	13,048,582.27	8,268,698.46
					25,834,816.59	14,988,680.50	10,846,136.09

ATTACHMENT 2

City of Oxnard

2024 ACFR Footnote Disclosure

Restatement of Beginning Balance (Capital Assets)

The beginning net positions for the City's governmental activities on the Government-wide Statement of Net Position and the Oxnard Community Development Commission Successor Agency (Successor Agency) Private Purpose Fiduciary Fund have been restated to correct the value of capital assets. Successor Agency capital assets, as of June 30, 2023, have been reduced by \$28,629,975.06 to remove assets disposed of or capitalized in prior years. The Successor Agency has completed the implementation of its Long-Range Property Management Plan (LRPMP) as approved by the Ventura County Consolidated Oversight Board and the State of California Department of Finance. All Successor Agency property has been disposed of. This restatement of capital assets corrects and aligns the Successor Agency's financial reporting records with the LRPMP by removing out-of-date capital asset records. A portion of the Successor Agency's corrected capital asset value has been identified as pre-2012 redevelopment dissolution improvements to City infrastructure. Accordingly, \$17,783,838.97 of this Successor Agency correction has been added to the governmental activities capital assets on the City's Government-wide Statement of Net Position.

Restatement of City and Successor Agency Capital Assets

Finance & Governance Committee, September 24, 2024

Adam Smith, Project Manager
City Manager's Office



RECOMMENDATION

2

That the Finance and Governance Committee recommends that the City Council receives and files a report on the Restatement of City and Oxnard Community Development Commission Successor Agency (Successor Agency) Capital Assets

- The Successor Agency has reached an important milestone in the winding down of the affairs of the City's former redevelopment agency, the Oxnard Community Development Commission
- In 2023, the Successor Agency completed the disposition of its legally titled real property as authorized in the Successor Agency's Long Range Property Management Plan (LRPMP) and as approved by the State Department of Finance and the Ventura County Consolidated Oversight Board (VCCOB)

- Analysis of the Finance Department's remaining capital asset accounting records determined that a list of forty-nine (49) records representing \$28 million in capitalization accounting entries have been reported in the Successor Agency's annual financial statements
- The former redevelopment agency's pre-dissolution contributions to improvements to City property were not filtered from the Successor Agency general ledger accounts at the time of the 2012 dissolution
- These improvements to City property were incorrectly reported as Successor Agency capital assets instead of City capital assets. As a result, the Successor Agency's capital asset records have been overstated, and the City's capital assets have been understated since 2012

- In late 2023 and into 2024, City staff members analyzed and used their best efforts to research and validate the sources of the listed Successor Agency capital asset records to confirm the proper correcting accounting treatment
- City staff identified and examined general ledger project activity reports for each identified capital asset record

- City staff research concluded that of the forty-nine (49) remaining Successor Agency asset records, twenty-seven (27) records with a current book value of \$17.8 million represented pre-dissolution redevelopment agency expenditures that were contributions/improvements to City property
- These assets will be reclassified as City assets in the 2024 Annual Comprehensive Financial Report (ACFR) by a correction and restatement of the City's Beginning Net Position

- An additional twenty-two (22) remaining Successor Agency asset records, with a book value of \$10.8 million, lacked clear documentation
- Expenditures occurred several decades before the 2012 redevelopment dissolution
- These expenditures were possibly or even probably contributions to City infrastructure, the 2024 correcting accounting entries err on the side of caution
- These assets will be removed from the Successor Agency accounts but will not be reclassified as City assets because of inconclusive information

- The 2024 ACFR will resolve and clear misclassified capital assets from the Successor Agency financial records
- The restatements have no monetary compensation since the Redevelopment Agency expenditures were appropriated as contributions/improvements to City property in the original year of expenditure
- The proposed accounting corrections are administrative in nature and are not subject to approval by the VCCOB since they correct accounting entries that originated prior to the 2012 redevelopment agency dissolution

- The 2024 ACFR will update and correct the beginning net positions of the City and Successor Agency by removing \$28 million in misclassified capital assets
- \$17.8 million of these assets will be added to the City capital asset balance
- Successor Agency's internal general ledger financial records and published external financial statements will now be in sync with the State and VCCOB-approved LRPMP

RECOMMENDATION

10

That the Finance and Governance Committee recommends that the City Council receives and files a report on the Restatement of City and Successor Agency Capital Assets



THE END



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.3

DATE: October 15, 2024

TO: Housing Authority

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

SUBJECT: Spectrum Pacific West, LLC Cable Services Agreement for Public Housing Sites.

RECOMMENDATION

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.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on September 24, 2024.)

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.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on September 24, 2024.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

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

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: October 15, 2024
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Motorola Hardware and Software Purchase.

RECOMMENDATION

That the City Council approve and authorize the Mayor to sign a purchasing agreement with Motorola Solutions for equipment, software licenses, and installation labor not to exceed \$400,000.

BACKGROUND

The Oxnard Police Department has an aging radio infrastructure and outdated portable and mobile radios. In addition to the aging infrastructure, the Department of Justice (DOJ) requires that, as of October 2020, all CLETS (California Law Enforcement Telecommunications System) subscribing agencies use an encrypted radio channel to transmit personally identifiable information. The Oxnard Police Department cannot comply with this requirement because the current radio infrastructure cannot support encryption.

This purchase connects the police department's current dispatch center to the 700 MHz radio infrastructure hardware maintained and housed by the County of Ventura. It will also include Motorola subscriber equipment. The hardware and software allow the Police Department's dispatchers to transmit and receive radio traffic from officers in the field. By utilizing the new 700 MHz radio system, this purchase eliminates the use of the city's aging infrastructure. It also includes the hardware needed to program radios transmitting to the 700mhz radio system and additional portable & mobile radios for the Code Compliance division.

The County of Ventura has sourced and invested in Motorola Solutions to build its countywide radio system and has completed the system buildout in the Oxnard Plain. Using Motorola hardware and software to connect to a Motorola system provides the highest level of support. It allows the same engineers who built the system to be involved in connecting the City of Oxnard to the system.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient budget available for this purchase in the Police Radio Infrastructure capital project (Fund 301), funded by Measure O (Fund 104).

For Finance Use Only: Capital Outlay Fund (Org. 3012131 Obj. 52400, 53200, and 56040; 49300); Measure O (Org. 1041001 Obj. 59800) - Project C2257 - Police Radio Communications Upgrade.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Gaye Lynn Ward, Police Communications Manager

ATTACHMENTS

1. Oxnard PD InterTalk Console CSSI Licenses_Final_19-Sept-2024
2. CSSI Sole Source
3. Oxnard Sole Source - Radio
4. REFRESHED (11)APX8000 (10)APX8500 MotorsQUOTE-2812503
5. REFRESHED KVL 5000 QUOTE-2812499
6. NSS Motorola 2024



MOTOROLA SOLUTIONS

Proposal

City of Oxnard

Console Subsystem Interface (CSSI) Licensing for InterTalk Consoles

September 19, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
10680 Treena Street, Suite 200
San Diego, CA 92131
USA

September 19, 2024

Mrs. Gaye Lynn Ward
City of Oxnard
251 South "C" Street
Oxnard, CA 93030

Subject: Console Subsystem Interface (CSSI) Licensing for InterTalk Consoles

Dear Mrs. Ward,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide City of Oxnard ("City") with quality communications products and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of CSSI licensing and professional services required to load the license onto the Ventura County ("County") ASTRO 25 System Core. Configuration and testing services for required devices on the County ASTRO 25 System Core are also included.

This proposal consists of this cover letter and the Communications System and Services Agreement (CSSA), together with its Exhibits and attachments. This proposal shall remain valid for 60 days from the date of this proposal. City of Oxnard may accept the proposal by delivering to Motorola the signed CSSA. Alternatively, Motorola would be pleased to address any concerns the City may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Mark Streker, our Sr. Account Manager, at 805-249-8391.

We thank you for the opportunity to furnish City of Oxnard with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Denis Redzepagic
Area Sales Manager

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Section 1

System Description

Motorola has prepared this proposal to provide the City of Oxnard with licensing and services to enable the City to connect the seven (7) existing InterTalk consoles to the Ventura County (“County”) ASTRO 25 System. CSSI licensing is included to support the CSSI interface, which is used to connect a 3rd party console to an ASTRO 25 system. The CSSI license (connection) supports the console activity coming through a single 3rd party console system link and is based on the number of servers utilizing the link. The CSSI licensing is not based on the number of operator positions. The CSSI license is a onetime purchase and no annual subscription licensing is required. The City is responsible for working with Ventura County to provide the backhaul and routing connectivity required to connect between Oxnard PD and Ventura County’s ASTRO 25 System Core.

The diagram below shows at a high level the system connectivity between the County’s P25 network core and the City’s InterTalk console system. There will be two firewalls supplied by the County in order to complete the backhaul connection to the console system. The demarcation point in the diagram shows where Motorola’s backhaul responsibility ends. The test points are where Motorola will be performing backhaul link connectivity testing to verify the connectivity requirements are met.

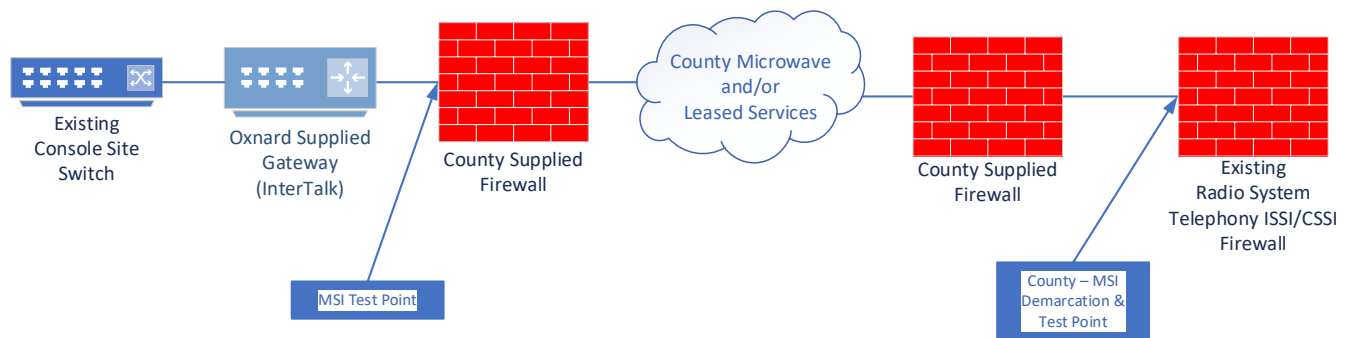


Figure 1-1: System Connectivity between the City of Oxnard’s Dispatch Center and the Ventura County ASTRO 25 Core Site

1.1 CSSI Features and Functionality

The CSSI feature provides interconnectivity for P25 compatible consoles to interface with an ASTRO 25 system. The CSSI functionality allows the third-party InterTalk P25 console system to connect to Motorola’s P25 ASTRO 25 systems based on the P25 ISSI standard. This is facilitated by the Intersystem Gateway (ISGW) present at the Ventura County Core and will connect through a single Telephony ISSI/CSSI Firewall to the InterTalk third-party console.

Not all Motorola ASTRO 25 System features and functions will be available to the InterTalk Console system. The supported standards-based features and functions are listed below. Additional details will be provided during the design review of the project implementation.

The P25 features provided with CSSI include:

- Clear or Encrypted Group Call
- Push-to-Talk (PTT) ID Display
- Emergency Alarm
- Emergency Group Call
- Emergency Cancel
- Announcement Group Call
- Console Priority

In a system with both Motorola consoles and third-party CSSI consoles, a group call can include both Motorola and third-party consoles. A unit-to-unit call (also known as private call) is not supported between Motorola and third-party consoles. A call alert is not supported between Motorola and third-party consoles.

Note that there is currently an audio processing incompatibility with InterTalk consoles when a Critical Connect cellular/broadband subscriber is a participant in a talkgroup call. This only applies if the County is actively using Critical Connect and communicating on talkgroups that the City will be using.

1.2 Connectivity

The link between the Oxnard PD and Ventura County's ASTRO 25 System Core site is not included in this proposal. Motorola's understanding is Ventura County will be providing a primary Microwave link connection and Oxnard PD will be procuring a secondary Fiber connection to link the two locations.

The following are the minimum backhaul requirements for the connection between Oxnard PD and Ventura County:

- **Bandwidth - Minimum 2 Mbps**
- **Link Latency - 40ms or less**
- **Jitter - 30ms or less**

These requirements will accommodate up to 80 simultaneous voice paths for a non-encrypted backhaul link between the ASTRO 25 System Core and the InterTalk console system. If the link is encrypted (IPSEC), these backhaul requirements will support up to 60 simultaneous voice paths.

Section 2

Statement of Work

Motorola's proposal consists of one (1) CSSI license and the services required to load the license onto the Ventura County ASTRO 25 System Core. Motorola is proposing to the City the installation and configuration of the following licensing at the specified locations.

Site Name	License
Ventura County ASTRO 25 System Core Site	Qty 1 CSSI License

Motorola has not included any hardware or software with this proposal. Motorola does not warrant the operation of third party consoles on the Ventura County ASTRO 25 System Core. The City is responsible for the performance of the InterTalk consoles and procuring any InterTalk console equipment, software, or licensing enabling the CSSI interface of the InterTalk Consoles to the Ventura County ASTRO 25 System. Motorola is not responsible to resolve compatibility, connectivity or operational issues associated with the InterTalk consoles.

The document delineates the general responsibilities between Motorola and the City as agreed to by contract.

2.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Provide a Project Manager as a single point of contact.
- Conduct a design and implementation plan review.
- Schedule the implementation in agreement with the City.
- Coordinate the activities of all Motorola resources under this contract.
- Administer safe work procedures for implementation services.
- Conduct all project work Monday through Friday, 8 am to 5 pm.
- Provide one (1) CSSI License and load license onto the Ventura County ASTRO 25 System Core.
- Provision and configure the County's Provisioning Manager (PM), Unified Network Configuration (UNC) Manager, Telephony ISSI/CSSI Firewall, Telephony LAN Switch, and ISSI/CSSI Gateway.
- Provide the City with the appropriate system interconnect/link specifications.
- Integrate the City provided Ethernet network, links, and InterTalk console system hardware to the Ventura County ASTRO 25 System Core.
- Test the City's provided connectivity to ensure it meets minimum requirements.
- Perform IP packet captures at the ASTRO 25 Telephony firewall to show bi-directional session initiation protocol (SIP) traffic between the County ASTRO 25 system and the City InterTalk console system.
- Work with the City to enable the testing of up to four (4) City subscriber radios.
- Perform and complete the agreed upon Acceptance Test Plan (ATP).
- Obtain City sign-off on completion of the project and execute Final System Acceptance.

2.2 City of Oxnard Responsibilities

General responsibilities for the City include the following:

- Designate a Project Manager as a single point of contact.
- Provide all buildings and equipment shelters required for any system installations being performed by the County or the City's subcontractors.
- Obtain all site access required for project implementation.
- Coordinate the activities of all City vendors or other contractors.
- Provide all information required by Motorola to configure the connection to the InterTalk consoles.
- Obtain authorization from and to work with Ventura County to utilize the CSSI connection to the Ventura County ASTRO 25 System. The City is also responsible to get authorization to utilize the Ventura County ASTRO 25 System.
- Provide required system interconnections per the agreed upon schedule, including site links with adequate bandwidth, to interface to Ventura County's Telephony ISSI/CSSI firewall at the Core Site.
- Work with Ventura County to arrange use of a test talkgroup to test the InterTalk console connection to the Ventura County ASTRO 25 System.
- Coordinate directly with Ventura County to arrange for the configuration changes Ventura County will need to make at its Core to implement the connection to Oxnard PD's dispatch positions.
- Coordinate directly with Ventura County for the City's migration to the Ventura County ASTRO 25 System, including definition and configuration of users, talkgroups, site access, and other elements associated with trunked fleetmapping.
- Set up/configure consoles for CSSI intersystem connectivity.
- Program InterTalk consoles and subscribers/control stations interfacing to the existing consoles.
- Provide required InterTalk console hardware, software and firmware.
- Provide all related InterTalk interfaces and work necessary for CSSI console connectivity.
- Participate in and witness the ATP.
- Provide sign-off for completion of the project and execute Final System Acceptance.

The City is wholly responsible for the design, implementation and performance of the InterTalk consoles. The City will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola.

2.3 Considerations and Assumptions

There are a number of items that should be considered as part of the implementation of the CSSI connection of the City InterTalk consoles to the County ASTRO 25 System, including:

- A second CSSI license has not been included in the event of the City's future deployment of a 2nd InterTalk server.
- Services to migrate and cutover the City's radio users from the City's conventional radio system to the County's trunking ASTRO 25 System are not included in this proposal.

- The City's test subscriber radios will be compatible with the County ASTRO 25 System, inclusive of the necessary features to test the basic functionality of a talkgroup call. At a minimum, these features include: TDMA, 9600 baud trunking, ASTRO digital CAI operation, and SmartZone operation.
- The proposed CSSI license for the City will consume one (1) of the twenty-four (24) P25 ISSI/CSSI interfaces of the Ventura County ASTRO 25 System.
- InterTalk will be required to participate and support the demonstration of a successful talkgroup call on the InterTalk consoles.
- InterTalk's support will be required to address any testing and troubleshooting issues encountered during the implementation of the proposed scope.

In addition, Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- The City and County will have a Memorandum of Understanding (MOU) or applicable agreement enabling the City to connect its console system to the County ASTRO 25 System before implementation of this proposed project begins.
- InterTalk will complete any of their required work in alignment with the proposed Motorola scope of work and schedule.
- Any required system interconnections not specifically outlined here will be provided by the City. These may include dedicated fiber links, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Training is not included in this proposal.

Section 3

Project Schedule

Motorola estimates the project implementation to be approximately 3 months from Contract Execution to Final Acceptance. A preliminary project schedule is shown below. As part of the design review and implementation planning, the implementation project schedule will be fine-tuned by Motorola's Project Manager with the City of Oxnard.

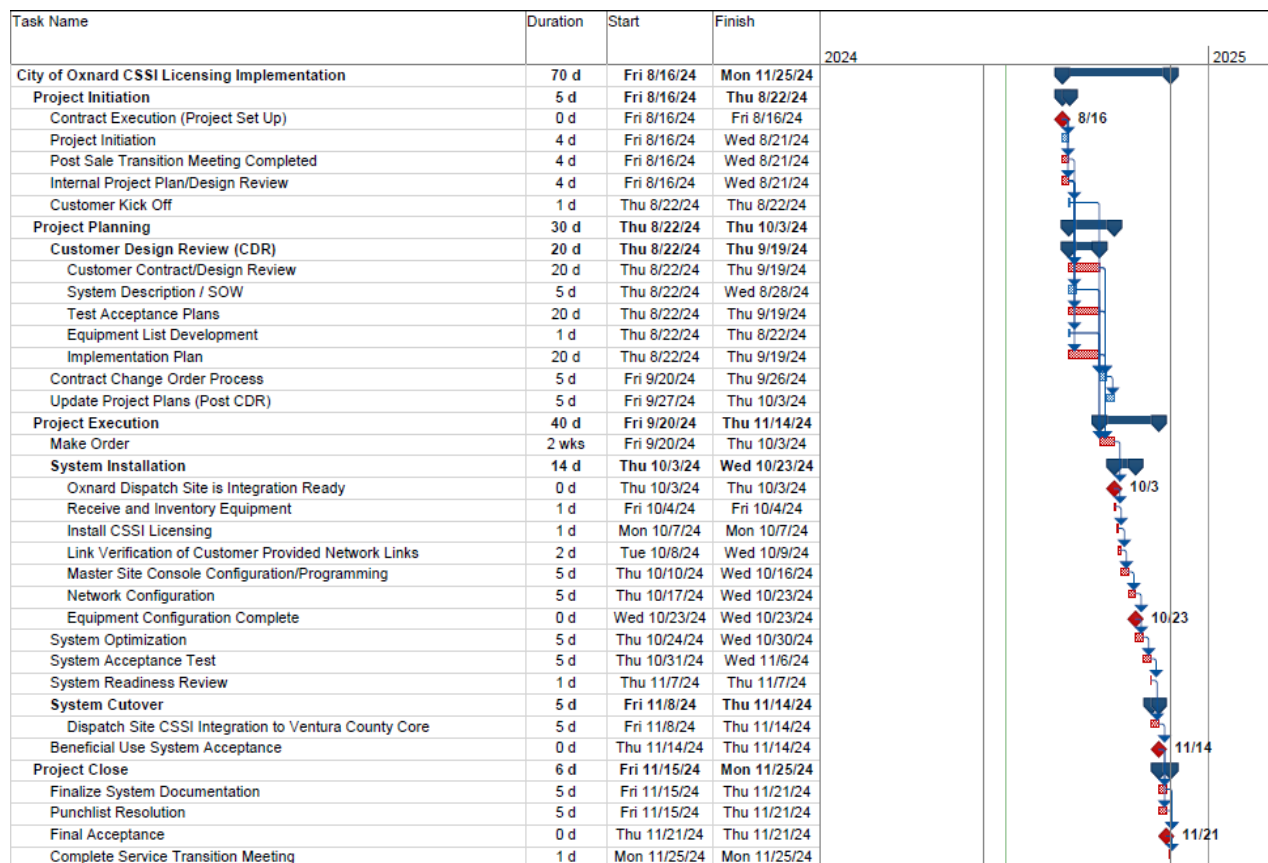


Figure 3-1: Preliminary Project Schedule

Section 4

Acceptance Test Plan

The purpose of the Acceptance Test is to demonstrate that the CSSI connection between the City and the County has been established and provides the agreed upon functionality. An overview of a sample test is provided below. The Acceptance Test Plan will be finalized during the design review.

4.1 IP Packet Capture

IP packet captures will be gathered at the ASTRO 25 Telephony firewall to show bi-directional session initiation protocol (SIP) traffic between the County ASTRO 25 System and the City InterTalk console system. This will demonstrate that the InterTalk console is connected to the ASTRO 25 System.

4.2 Talkgroup Call

Up to four (4) City provided radios will be used to communicate on a test talkgroup. This test will demonstrate that a group call initiated from a home radio in the local system that is affiliated to a home talkgroup can be heard by a CSSI third party console affiliated to the talkgroup home to the local system.

This test will also demonstrate that a group call initiated from a CSSI third party console that is affiliated to a talkgroup home to the local system can be heard by a home radio in the local system affiliated to the home talkgroup.

The talkgroup call test will require InterTalk involvement.

Section 5

Service/Warranty

Motorola will provide warranty services per the standard warranty terms and conditions as outlined within the Communications System Agreement in this Proposal.

Section 6

Equipment List

This section lists the license necessary for the proposed solution.

BLOCK	QTY	NOMENCLATURE	DESCRIPTION
CSSI License	1	T7776	ISSI 8000 / CSSI 8000 UPGRAGE Software License
CSSI License	1	UA00009AA	ADD: CSSI Operator Position License

Section 7

Pricing

Motorola is pleased to provide the following equipment and services to the City of Oxnard.

7.1 Pricing Summary

Description	Price (\$)
Equipment: CSSI License	\$30,000.00
Implementation Services:	
– Design Review & Planning	\$42,981.62
– Provisioning & Configuration	\$45,624.52
– Link Verification & Testing	\$46,082.41
– Travel	\$15,562.50
Pre-Tax Total	\$180,251.05
Estimated Sales Tax (9.25%)	\$2,775.00
Grand Total with Estimated Sales Tax	\$183,026.05

7.2 Payment Terms

Except for a payment that is due on the Effective Date, the City will make payments to Motorola within thirty (30) days after the date of each invoice. The City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the System purchase will be in accordance with the following milestones.

1. 50% of the Contract Price due upon Contract Execution
2. 50% of the Contract Price due upon Final System Acceptance

Section 8

Contractual Documentation

This proposal is subject to the terms and conditions of Motorola's Communications System and Services Agreement, a copy of which is attached hereto and incorporated herein.

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Statement of Work" dated _____

C-3 "Project Schedule" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Service/Warranty" dated _____

C-6 "Equipment List" dated _____

C-7 "Pricing" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any

corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other

contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services

Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is \$_____. If

applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:
Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate:

physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may

invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any third-party claim or suit. Motorola will cooperate with Customer in its defense or settlement of such claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under

this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR**

ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell

or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will

not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to

correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing,

any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 50% of the Contract Price due upon contract execution (due upon effective date);
2. 50% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Motorola Solutions, Inc.
10680 Treena St., Suite 200
San Diego, CA 92131

September 19, 2024

Gaye Lynn Ward
City of Oxnard

Subject: Motorola Solutions Sole Source - Console Subsystem Interface (CSSI)

Dear Mrs. Ward:

Motorola Solutions, Inc. ("Motorola") is the market leader in radio communications systems and products for the U.S. Government and Public Safety Market and is pleased to have the City of Oxnard, CA as a valued customer. The Console Subsystem Interface (CSSI) is a standard in Project 25 (P25), a suite of digital radio standards that use IP technology to manage radio networks. The CSSI connects dispatch console systems to P25 trunked systems.

The CSSI is another wireline interface included in the P25 suite of standards, which provides a standardized IP connection between the radio system core and console equipment. The CSSI connectivity link proposed to the City of Oxnard will be used to connect Oxnard's existing consoles to the Ventura County Motorola ASTRO25 Trunked System. This system is used by many of the Ventura County Regional Member agencies, including the City of Oxnard, to provide mission critical radio communications for their first responders.

If you have any questions regarding our radio equipment, please contact me at (805) 249-8391 or at mark.streker@motorolasolutions.com.

Sincerely,



Motorola Solutions, Inc.
Mark Streker
Sr. Account Executive

Motorola Solutions, Inc.
10680 Treena St., Suite 200
San Diego, CA 92131

September 19, 2024

Gaye Lynn Ward
City of Oxnard

Subject: Motorola Solutions Sole Source- ASTRO25 APX RADIO EQUIPMENT

Dear Mrs. Ward:

Motorola Solutions, Inc. ("Motorola") is the market leader in radio communications systems and products for the U.S. Government and Public Safety Market and is pleased to have the City of Oxnard, CA as a valued customer. The P25 APX radio subscribers we design and manufacture contain proprietary hardware and software components which are not commercially available except through Motorola and its channel partners.

The APX radio hardware and software options that are proposed to the City of Oxnard will be used on the Ventura County ASTRO25 Trunked System. This system is used by many of the Ventura County Regional Member agencies, including the City of Oxnard, to provide mission critical radio communications for their first responders. The Ventura County ASTRO25 system offers several proprietary features and services that are only available to Motorola APX subscribers operating on an ASTRO25 system.

Specifically, the APX 8000 and 8500 radios that Oxnard currently use, and that are proposed, are capable of using Motorola's SmartConnect. SmartConnect is proprietary service on the Ventura County Regional system that enables public safety communication where Land Mobile Radio (LMR) connectivity is compromised. The APX radios are able to either use in vehicle Wi-Fi hot spots or Wi-Fi hotspots located in City and County facilities to transmit and receive radio communications from the County ASTRO25 system via the internet. This unique feature is available only to APX radios that have been equipped with Wi-Fi hardware and the SmartConnect feature.

Additionally, the Ventura County system also features Over-the-Air Rekey of the APX radios encryption keys and Over-the-Air-Programming. Both services use Motorola proprietary hardware located in the ASTRO25 Core to track and process these actions, and minimize system and County resources to do so.

If you have any questions regarding our radio equipment, please contact me at (805) 249-8391 or at mark.streker@motorolasolutions.com.

Sincerely,



Motorola Solutions, Inc.
Mark Streker
Sr. Account Executive

Billing Address:
OXNARD POLICE DEPT, CITY OF
305 W THIRD ST
OXNARD, CA 93030
US

Quote Date:09/19/2024
Expiration Date:12/19/2024
Quote Created By:
Mark Streker
Sr. Account Executive
mark.streker@
motorolasolutions.com
8052498391

End Customer:
OXNARD POLICE DEPT, CITY OF
Gaye Lynn Ward
gaye.lynn.ward@oxnardpd.org
805-385-7944

Contract: LA County-MA-IS-2240228

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	11	\$7,392.32	\$5,396.39	\$59,360.29
1a	Q361AN	ADD: P25 9600 BAUD TRUNKING	11	\$330.00	\$240.90	\$2,649.90
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	11	\$567.00	\$413.91	\$4,553.01
1c	H38BS	ADD: SMARTZONE OPERATION	11	\$1,650.00	\$1,204.50	\$13,249.50
1d	QA00580AA	ADD: TDMA OPERATION	11	\$495.00	\$361.35	\$3,974.85
1e	QA05509AA	DEL: DELETE UHF BAND	11	-\$800.00	-\$584.00	-\$6,424.00
1f	Q629AH	ENH: AES ENCRYPTION AND ADP	11	\$523.00	\$381.79	\$4,199.69
1g	H869BW	ENH: MULTIKEY	11	\$363.00	\$264.99	\$2,914.89
1h	QA09001AB	ADD: WIFI CAPABILITY	11	\$330.00	\$240.90	\$2,649.90
1i	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	11	\$0.00	\$0.00	\$0.00
1j	QA03399AA	ADD: ENHANCED DATA APX	11	\$165.00	\$120.45	\$1,324.95
1k	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	11	\$386.00	\$386.00	\$4,246.00
1l	QA09113AB	ADD: BASELINE RELEASE SW	11	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	11	\$186.50	\$136.15	\$1,497.65
	APX™ 8500					
3	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	10	\$5,893.68	\$4,302.39	\$43,023.90
3a	G361AH	ENH: P25 TRUNKING SOFTWARE APX	10	\$330.00	\$240.90	\$2,409.00
3b	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10	\$567.00	\$413.91	\$4,139.10
3c	G51AT	ENH:SMARTZONE	10	\$1,650.00	\$1,204.50	\$12,045.00
3d	GA00580AA	ADD: TDMA OPERATION	10	\$495.00	\$361.35	\$3,613.50
3e	GA05509AA	DEL: DELETE UHF BAND	10	-\$800.00	-\$584.00	-\$5,840.00
3f	G843AH	ADD: AES ENCRYPTION AND ADP	10	\$523.00	\$381.79	\$3,817.90
3g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10	\$0.00	\$0.00	\$0.00
3h	GA09001AA	ADD: WI-FI CAPABILITY	10	\$330.00	\$240.90	\$2,409.00
3i	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	10	\$0.00	\$0.00	\$0.00
3j	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	10	\$0.00	\$0.00	\$0.00
3k	GA00250AB	ADD: MOTORCYCLE WIFI/ GNSS	10	\$110.00	\$80.30	\$803.00
3l	GA00804AA	ADD: APX O2 CH (GREY)	10	\$541.00	\$394.93	\$3,949.30
3m	G67DK	ADD: REMOTE MOUNT 02 MOTORCYCLE	10	\$440.00	\$321.20	\$3,212.00
3n	G138AC	ADD: APX7500 MOTORCYCLE CH SFWR O5	10	\$0.00	\$0.00	\$0.00
3o	W620AE	ADD:NO MTRCYCLE ENCL NEEDED APX	10	\$0.00	\$0.00	\$0.00
3p	G89AC	ADD: NO RF ANTENNA NEEDED	20	\$0.00	\$0.00	\$0.00
3q	W22BB	ADD: STD PALM MICROPHONE APEX	10	\$79.00	\$57.67	\$576.70
3r	G142AD	ADD: NO SPEAKER APX	10	\$0.00	\$0.00	\$0.00
3s	QA09113AB	ADD: BASELINE RELEASE SW	10	\$0.00	\$0.00	\$0.00
3t	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	10	\$604.80	\$604.80	\$6,048.00

Subtotal

\$174,403.03



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Estimated Tax

\$15,180.06

Grand Total

\$189,583.09(USD)

Notes:

- 7Y ESSENTIAL SERVICE NOT TAXABLE IN CAL.



Billing Address:
OXNARD POLICE DEPT, CITY OF
305 W THIRD ST
OXNARD, CA 93030
US

Quote Date:09/19/2024
Expiration Date:12/19/2024
Quote Created By:
Mark Streker
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motorolasolutions.com
8052498391

End Customer:
OXNARD POLICE DEPT, CITY OF
Gaye Lynn Ward
gaye.lynn.ward@oxnardpd.org
(805)385-7784

Contract: LA County-MA-IS-2240228

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
KVL 5000						
1	T8476B	KVL 5000	1	\$6,900.00	\$5,934.00	\$5,934.00
1a	CA03358AA	ADD: ASTRO 25 MODE	1	\$0.00	\$0.00	\$0.00
1b	CA00182AW	ADD: AES ENCRYPTION SOFTWARE	1	\$0.00	\$0.00	\$0.00
1c	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V	1	\$0.00	\$0.00	\$0.00
2	WPLN6904A	ASSY:KIT,KEYLOAD CABLE	1	\$118.80	\$95.03	\$95.03
3	DQUUSBOTG	STARTECH.COM 5IN MICRO USB TO USB OTG HOST ADAPTER M/F - USB ADAPTER	1	\$13.00	\$13.00	\$13.00

Subtotal \$6,042.03

Estimated Tax \$558.89

Grand Total \$6,600.92(USD)

Notes:



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchasing Department
Purchasing Procedure



Negotiated Contract
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department explaining why this is the only source for the requirement. Please check the applicable box.

- ☐ **NEGOTIATED CONTRACT:** When no bids or no responsive bids are received/obtained, the Purchasing Manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
- ☐ **FORMAL/INFORMAL SOLICITATION WITH ONE BID/PROPOSAL RESPONSE.**
Bid # _____ Close Date: _____
- ☐ **COOPERATIVE PROCUREMENT/PIGGY-BACK AGREEMENT**
- ☐ **CONFIDENTIAL AGREEMENT** for City Attorney and/or Chief of Police (backup documents may be redacted).
- ☒ **SOLE SOURCE:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☐ **SINGLE SOURCE** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- ☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form).
(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.)

Vendor Name: Motorola Solutions

Vendor #: 3363

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
- ☐ **Unique:** e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
 - ☒ **Compatibility:** e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
 - ☐ **Territory:** Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
 - ☐ **Emergency order:** No other supplier available at the time. (Must be declared by the City Manager/City Council).
 - ☐ **Urgent:** City Manager approves waiving the formal competitive solicitation, over \$200,000
 - ☐ **Proprietary purchase:** No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.
 - ☐ **Cooperative Agreement:** Multi-State agreements for supplies and services available for use by State and local Government agencies. **Please state source/contract #** _____
3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
- ☐ Comparison to product catalog.
 - ☐ Comparison to similar product/service.
 - ☒ Published price lists.
 - ☐ Prices quoted are less than or equal to, that quoted to other governmental agencies.
 - ☐ Records of previously bid items that were similar.
 - ☐ Proven industry standard.

4. Please provide a written explanation of justification for this product/service below:

The Oxnard Police Department selected Motorola Solutions to purchase portable and mobile radios for the following reasons:

- Kenwood is unable to provide dual-banded radios with emergency alert button functions in the capacity needed
- Kenwood is unable to provide a date they will have this fixed in their dual-banded radios

The CSSI Connection is needed to link to the County core. This will allow the Intertalk radio console to work with the Motorola core. The County core is a Motorola product and it cannot be linked to the InterTalk Radio Console used in the Oxnard PP dispatch center without Motorola proprietary products.

5. Identify all costs for this requested purchase

One-Time Costs (Describe):	\$ 379,210.06
Ongoing Costs (Describe):	\$
Total Not To Exceed Cost:	\$ 400,000.00

6. Period of Performance

From: 9/17/24	To: 9/17/25	One Time Purchase Date:
---------------	-------------	-------------------------

I HEREBY CERTIFY THAT:

- 1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
- 2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.
- 3) By approving in Munis, I hereby certify the above is true and correct.

Department:	Oxnard Police Department
Requestor Printed Name:	Gayelynn Ward, Communications Manager
Authorized Department Head or Designee	
Printed Name:	Denise Morehouse, Assistant Police Chief



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: October 15, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32500098 with Sancon Technologies, Inc. for On-Call Cured In Place Pipe Repair Services, Specification No. PW 24-128.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Sancon Technologies, Inc. for a three-year term for a total amount not to exceed \$950,000 for On-Call Cured In Place Pipe Repair Services, Specification No. PW 24-128.

(Public Works and Transportation Committee approved 3-0 on September 24, 2024.)

BACKGROUND

The Wastewater Division operates and maintains over 400 miles of sewer pipe throughout the collection system, which conveys an average of 17 million gallons of wastewater per day. Sewer pipe sizes range from 6-inch to 66-inch and are made up of vitrified clay and polyvinyl chloride (PVC) pipe. Pipes in the collection system are subject to failure due to several factors such as age, cracks, and root intrusion. Pipe failure in the collection system can lead to sanitary sewer overflow, sinkholes, and undermining of nearby structures, and must be repaired immediately. Cured in place pipe (CIPP) repair is a common method of fixing pipe failures, which lines the inside of a damaged pipe with a reinforced liner. This method of repair is trenchless and foregoes the need to excavate a street to perform restoration.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on June 27, 2024, and all bids were due and opened on July 18, 2024. The City received only one bid, which is the cumulative total of the bid items which vary from linear feet, per day and hourly rates of labor. The following bid is the cumulative totals of all these rates:

Sancon Technologies, Inc.: \$8,017

The only bidder is Sancon Technologies, Inc. (Sancon) and its bid is responsive to the City's NIFB. Sancon was the lowest bidder for the 2021 On-Call Cured In Place Pipe Repair Services contract and the proposed rates are inline with three-years of construction cost escalation. Following this determination, procurement staff reviewed all documentation received from Sancon. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily meeting the needs of the City. Thus, staff recommends that the City Council award the contract to Sancon.

The Project scope consists of the installation of cured-in-place sectional pipe liners throughout the City's wastewater collection system where defects in a section of wastewater pipe have been identified. Work shall be task order driven on

an on-call/as-needed basis, and shall include traffic control, cleaning of pipes, and pre and post pipe inspection of the pipe lining operation.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with Sancon for on-call repair services shall not exceed \$950,000 over the term of three years. Funding for this Agreement has been programmed and is available in the Fiscal Year 2024-25 Adopted Budget from the Wastewater Operating Fund (611). Funding for subsequent fiscal years will be requested through the annual budget process.

Wastewater Estimated Spending Plan 6113613-53200				
FY 24-25 (9 months)	FY 25-26 (12 months)	FY 26-27 (12 months)	FY 27-28 (3 months)	TOTAL
\$225,000	\$325,000	\$325,000	\$75,000	\$950,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 24, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500098 - Sancon Technologies, Inc. - PW 24-128

**CITY OF OXNARD CONTRACT FOR
ON CALL CURED IN PLACE PIPE (CIPP) REPAIR SERVICES
SPECIFICATION NO. PW 24-128**

THIS CONTRACT ("Contract") is made and entered this 1st day of October, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and SANCON TECHNOLOGIES, INC. ("Contractor"). Contractor's license number is 774055.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the On Call Cured In Place Pipe (CIPP) Repair Services, Specification No. PW 24-128 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed nine hundred fifty thousand dollars (\$950,000) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

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

[signatures on following page]

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

CITY OF OXNARD

SANCON TECHNOLOGIES, INC.

_____	_____	_____	_____
☒ John C. Zaragoza, Mayor ¹	Date	Ryan Helmuth, Vice President ²	Date
☐ Purchasing Manager			

_____	_____
Gary E. Drew, Secretary	Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

²The City requires the following for any contract:

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

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

Exhibit INS-G

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **ASPECIFY 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 \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the **City**)

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE**GENERAL LIABILITY**

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

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

Name: _____

Address: _____

Telephone: (_____) _____

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

- INSURED.** The City, its officers, agents, 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.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, **Occurrence** form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
 (original signature required)

Telephone: (_____) _____ Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the ACity@)		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter=s representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, Aoccurrence form CA0001, code Aany 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 % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____	

1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

**EXHIBIT A
RATES AND COSTS
ON-CALL CURED IN PLACE PIPE (CIPP) REPAIR SERVICES
SPECIFICATION NO. PW 24-128**

CITY OF OXNARD

**BID SHEETS FOR ON CALL CURED IN PLACE PIPE (CIPP) REPAIR SERVICES
SPECIFICATION NO. PW 24-128**

Bidder's Name: SANCON TECHNOLOGIES, INC

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	TOTAL
1	Pre-Lining Video 8-inch Pipe	Linear Foot	1	\$ 16
2	Pre-Lining Video 10-inch Pipe	Linear Foot	1	\$ 16
3	Pre-Lining Video 12-inch Pipe	Linear Foot	1	\$ 16
4	Pre-Lining Video 15-inch Pipe	Linear Foot	1	\$ 16
5	Pre-Lining Video 18-inch Pipe	Linear Foot	1	\$ 16
6	Pre-Lining Video 24-inch Pipe	Linear Foot	1	\$ 16
7	Post-Lining Video 8-inch Pipe	Linear Foot	1	\$ 6
8	Post-Lining Video 10-inch Pipe	Linear Foot	1	\$ 6

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	TOTAL
9	Post-Lining Video 12-inch Pipe	Linear Foot	1	\$ 6
10	Post-Lining Video 15-inch Pipe	Linear Foot	1	\$ 6
11	Post-Lining Video 18-inch Pipe	Linear Foot	1	\$ 6
12	Post-Lining Video 24-inch Pipe	Linear Foot	1	\$ 6
13	8-inch CIPP short liner/point repair	Linear Foot	1	\$ 688
14	10-inch CIPP short liner/point repair	Linear Foot	1	\$ 750
15	12-inch CIPP short liner/point repair	Linear Foot	1	\$ 875
16	15-inch CIPP short liner/point repair	Linear Foot	1	\$ 1,000
17	18-inch CIPP short liner/point repair	Linear Foot	1	\$ 1,250
18	24-inch CIPP short liner/point repair	Linear Foot	1	\$ 1,500
19	8-inch CIPP Lining	Linear Foot	1	\$ 88
20	10-inch CIPP Lining	Linear Foot	1	\$ 91

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	TOTAL
21	12-inch CIPP Lining	Linear Foot	1	\$ 103
22	15-inch CIPP Lining	Linear Foot	1	\$ 149
23	18-inch CIPP Lining	Linear Foot	1	\$ 165
24	24-inch CIPP Lining	Linear Foot	1	\$ 196
25	Bypass Pumping 6-inch – 12-inch (Pipe ½ full)	Per Day	1	\$ 100
26	Bypass Pumping 13-inch – 24-inch (Pipe ½ full)	Per Day	1	\$ 200
27	Bypass Pumping 25-inch – 36-inch (Pipe ½ full)	Per Day	1	\$ 300
28	8-inch Pipe Cleaning	Linear Foot	1	\$ 10
29	10-inch Pipe Cleaning	Linear Foot	1	\$ 10
30	12-inch Pipe Cleaning	Linear Foot	1	\$ 10
31	15-inch Pipe Cleaning	Linear Foot	1	\$ 10
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	TOTAL

32	18-inch Pipe Cleaning	Linear Foot	1	\$ 30
33	24-inch Pipe Cleaning	Linear Foot	1	\$ 30
34	30-inch – 36-inch Pipe Cleaning	Linear Foot	1	\$ 30
35	Traffic Control No Flaggers (8 Hour Day)	Per Hour	1	\$ 50
36	Traffic Control With Flaggers (8 Hour Day)	Per Hour	1	\$ 250
TOTAL BID PRICE:				\$ 8,017

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 8,017

BID PRICE IN WORDS: EIGHT THOUSAND SEVENTEEN ⁰⁰ DOLLARS

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 N/A
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): SANCON TECHNOLOGIES, INC

Signature: 
Print: RYAN HELMUTH

Title: Vice President
Date: 7/15/2024

Signature: 
Print: GARY DEAN

Title: SECRETARY
Date: 7/15/2024

**SPECIAL PROVISIONS
ON CALL CURED IN PLACE PIPE (CIPP) REPAIR SERVICES
SPECIFICATION NO. PW 24-128**

1000-1 SCOPE OF WORK

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to provide as needed Cured in Place Pipe ("CIPP") Repair, including Ultraviolet-Cured Fiberglass-Reinforced Cured-in-Place Pipe Liners (UV-CIPP) or equal, installed in accordance with the 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the "Greenbook") and ASTM 2019-20 for pipeline rehabilitation, for the City of Oxnard Wastewater Collection System in locations throughout the City of Oxnard as directed by the Project Manager. The scope of Work shall include, but not be limited to:

1. Provide all necessary traffic control, with plans approved by the City's Traffic Engineer.
2. Provide sewer flow control as necessary.
3. Provide bypass pumping including but not limited to the following:
 - a. Bypass pumping daily rate shall include all labor, material, pumps, piping and associated equipment for primary pumping, plus 100% back up with the capability of pumping 6-inch – 12-inch diameter pipe at half full.
 - b. Bypass pumping daily rate shall include all labor, material, pumps, piping and associated equipment for primary pumping, plus 100% back up with the capability of pumping 12-inch – 24-inch diameter pipe at half full.
 - c. Bypass pumping daily rate shall include all labor, material, pumps, piping and associated equipment for primary pumping, plus 100% back up with the capability of pumping 25-inch – 36-inch diameter pipe at half full.
4. Clean section of pipe to be repaired prior to CIPP installation.
5. Provide Closed Circuit Television Video (CCTV) before and after pipe lining operation to ensure proper installation/repair.
6. Installation of cured in place sectional liners where defects in a section of pipe have been identified.
 - a. Contractor shall ensure sectional liner material is fabricated from either a non-woven felt of fiberglass laminate, or a combination thereof, and shall use either a polyester resin, vinyl resin, or epoxy resin.
 - b. Contractor shall ensure sectional liner material is fabricated to neatly fit the internal circumference of the host pipeline.
 - c. Contractor shall ensure material or laminate shall overlap a minimum of 2-inches and cure monolithically.
7. All lateral connections where the pipe liner was installed are to be reinstated immediately after the curing process.

All costs for labor for these calls shall be included in the Bid sheets.

1000-2 RESPONSE TIME AND SCHEDULE

Contractor must verbally respond to all requests for service within twenty (24) hours of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and Contractor and documented in a Task Order before Work begins. Work under this category shall be planned and scheduled Monday through Friday excluding holidays, between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City. All costs for labor, materials, tools, equipment, taxes, mobilization, demobilization, traffic control and all incidentals for these requests shall be included in the unit costs enumerated in the Bid Sheets.

1000-3 TRAFFIC CONTROL, PUBLIC CONVEYANCE, AND SAFETY

The Contractor shall provide, for the protection of the public, all necessary barricades, traffic cones, warning signs, flagmen, lights, and other safety devices in accordance with Section 12-3 of the SSS and the current requirements set forth in the MUTCD.

Contractor shall furnish, install, and maintain a trailer mounted, solar powered portable changeable message sign upon which varying electronically generated messages will be displayed to traffic, as specified in Section 5-7.10.3 of the General Provisions. Refer to SSS and/or MUTCD Guidelines for the use of portable changeable message signs in work zones.

Contractor shall also provide traffic control for the safety of crew working on this Project.

Additionally, the Contractor shall install temporary railing (type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when any of the following conditions exist:

Storage Areas:

Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Except for installing, maintaining and removing traffic control devices, whenever Work is performed or equipment is operated in the following Work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Specifications.

Approach speed of public traffic (Posted Limit Miles Per Hour)	Work Areas
Over 45	Within 6 feet of the traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the City Engineer. The lane closure provisions of this Section shall not apply if the Work area is protected by permanent or temporary railing or barrier.

The Contractor shall furnish the Oxnard Police Department with the written names and phone numbers of personnel to be contacted after hours for hazardous conditions to traffic that may require additional protective measures. Failure to respond to reasonable request for additional nighttime protection to traffic will result in the City causing the Work to be performed by others and costs withheld from moneys due. All traffic control devices shall meet the standards and be placed in accordance with the MUTCD for Construction and Maintenance Work Zones.

The City Inspector shall stop construction if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices within the vicinity shall be replaced in kind or better at the Contractor's expense.

1000-4 WORK TO BE ACCOMPLISHED

The Contractor shall maintain the following requirements:

1. Contractor shall submit traffic control plans for approval by the Traffic Engineer within 05 to 10 days of approved and executed Task Order and prior to beginning construction. The traffic control plan must be approved by must be prepared according to the requirements set forth in the latest CA MUTCD, and each sheet signed and sealed (wet-stamped) by a State of California registered Civil or Traffic Engineer.
2. Contractor must obtain an encroachment permit from Public Works for all Work in the public right of way. City approved and signed traffic control plans are required for the issuance of an encroachment permit.
3. Maintain minimum of one (1) lane in each direction at all times. Maintain access to all existing business at all times.
4. Traffic control plans must conform to the SSS and to the MUTCD.
5. Working hours for work done within traffic lane shall be from 8:30 AM to 3:30 PM and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.
6. No lane closure beyond the Work areas.

1000-5 PERMITS

Contractor shall notify and coordinate Work with other agencies i.e., Caltrans, Railroads, Ventura County, and other adjacent Cities, in advance of the start of any Work that will require the temporary closure of access and/or encroachment to their Right of Way.

The Contractor will be required to obtain all necessary permits to perform Work within the State's right-of-way/Railroad right-of-way and shall bear all cost for fees and no additional cost to the City.

The Contractor is also responsible for all permit conditions and shall comply with all the requirements set forth in the approved permit including implementation of traffic control plans, installation of construction area signage, working hours, assigning flaggers, etc. and shall bear all cost for fees and no additional cost to the City.

District Encroachment Permit Office Contact Information:

District 07
100 South Main Street, Suite 100
Los Angeles, CA 90012
(213) 897-3631

Union Pacific Rail Road Contact Information:

Javier R. Sanchez - Manager Track Maintenance 340 Guadalupe Street
Guadalupe, CA 93434
OFFICE: 402-233-1711
MOBILE: 805-249-0959
FAX: 805-343-6871
E-mail: jrsanche@up.com

1000-6 PAYMENT

Payment for performing the Work shall be made on the unit cost basis detailed in the Bid Sheets.

The unit cost for all activities described in the Bid Sheets shall include full compensation for furnishing all labor, materials, tools, equipment, taxes, mobilization, demobilization, traffic control and all incidentals to complete all the activities involved with the delivery of these services, and no additional payment will be made therefore.

Prior to starting Work, all Work will be pre-approved by a Task Order issued by the Project Manager specifying the total quantity of each item comprising the Work. A separate invoice is required for each Task Order issued pursuant to the Contract. The Task Order will include all materials, labor, equipment, and applicable taxes. A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor is required to itemize the number of hours it will take for completion of a Task Order. Material will be reimbursed at cost (Contractor must include receipt of purchase with the invoice submitted to the City) plus 15% for material handling and Contractor will be required to itemize the supplies cost within the Task Order. Contractor shall provide copies of receipts.

When billing for Work, the Contractor shall use the appropriate unit costs pursuant to the Bid Sheets, multiplied by the total quantities specified in the Task Order. For example, if the Task Order specifies 200 LF of "Pre-Lining Video for 8" CIPP Lining", the total cost billed for that item shall be the unit cost stated in Bid Item No. 1, multiplied by 200 LF.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Task Order.

To assist with payment processing and avoid payment delays, ALL invoices submitted for payment shall include reference information noted in Task Order. Including but not limited to:

- Invoice Number (Partial or Final Invoice)
- Project Name & Address
- Estimate # & Date
- Task Order # | Amount \$ 000.00
- Project Manager



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: October 15, 2024

TO: City Council

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

SUBJECT: Agreement 32500090 with SNF Polydyne, Inc. DBA Polydyne Inc. for the Supply and Delivery of Anionic Polymer.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with SNF Polydyne, Inc. DBA Polydyne Inc. for an initial term of one year from October 2, 2024, to October 1, 2025, with the option for four consecutive one-year period extensions ending October 1, 2029, for a total contract amount not to exceed \$750,000 for the supply and delivery of anionic polymer to the Wastewater Division.

(Public Works & Transportation Committee approved 3-0 on September 24, 2024.)

BACKGROUND

The Oxnard Water Resource Recovery Facility (WRRF) treats approximately 17 million gallons of wastewater per day. As part of the primary treatment process, suspended solids are removed from the raw wastewater. Suspended solids (SS) in wastewater refer to the small solid particles that are not dissolved and are not heavy enough to settle in large tanks. These particles may be organic or inorganic and must be removed from the waste stream.

In 2019, the Wastewater Division constructed a new treatment process referred to as the chemically enhanced primary treatment (CEPT) facility. This treatment process enhances the removal of SS by introducing anionic polymer to the waste stream. The polymer acts as a flocculant which facilitates the small suspended solids binding together to form larger clumps. Once the clumps are large enough, they sink to the bottom where they are removed from the waste stream. This enhanced treatment results in higher SS removal rates which increases the overall water quality of the WRRF effluent and ensures compliance with the City's discharge permit.

DISCUSSION

The Purchasing Department released Request for Bid (RFB) PW 24-87 for the Supply and Delivery of Anionic Polymer on February 22, 2024, with a proposal due date of June 12, 2024. RFB PW 24-87 received a total of two bids from the following vendors:

- Solenis, LLC
- Polydyne, Inc.

As part of the RFB process, vendors were requested to test the effectiveness of their polymer formulas by conducting an initial jar test followed by a full scale test. The jar testing took place at the Wastewater Division laboratory where vendors were given the opportunity to test their polymer formulations using wastewater samples collected from the raw sewage. Following the jar testing trials, vendors selected a polymer formula of their choice for full scale testing. The full scale testing allowed vendors to test their polymer at the CEPT facility for a period of five days. During this time, vendors were

allowed to monitor and optimize polymer dosages to achieve optimal SS removal. Following the full scale test, vendors submitted bids with a price per pound for their specific polymer formulation.

The bids were reviewed by the Purchasing Division (Purchasing Manager), Wastewater Division (Wastewater Operations Manager, Chief Plant Operator, Sr. Admin Services Analyst) with a determination that Polydyne had the lowest priced polymer based on full scale testing results. Additionally, Polydyne meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with SNF Polydyne, Inc. DBA Polydyne Inc. for anionic polymer shall not exceed \$750,000 over the entire term of five years, if extended. Funding for this Agreement has been programmed and is available in the Fiscal Year 2024-25 Adopted Budget from the Wastewater Operating Fund (611) on an as-needed basis. Payment shall be made when polymer is delivered, and there will be no guaranteed spending amounts throughout the agreement. Funding for subsequent fiscal years will be requested through the annual budget process.

Wastewater Estimated Spending Plan 6113614-52100						
FY 24-25 (9 months)	FY 25-26 (12 months)	FY 26-27 (12 months)	FY 27-28 (12 months)	FY 28-29 (12 months)	FY 29-30 (3 months)	TOTAL
\$112,500	\$150,000	\$150,000	\$150,000	\$150,000	\$37,500	\$750,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 24, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

- 1. Trade Service Agreement 32500090

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND SNF POLYDYNE INC. DBA POLYDYNE
INC.**

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

1. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for the supply and delivery of anionic polymer to the Water Resource Recovery Facility located at 6001 Perkins Road for the City of Oxnard Wastewater Division.

2. PARTIES.

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

SNF Polydyne Inc. DBA Polydyne Inc. ("SERVICE PROVIDER"), a corporation of the State of Delaware, located at 1 Chemical Plant Road, Riceboro, GA 31323

3. TERM OF AGREEMENT: From (Date): 10/2/24 To (Date): 10/1/25

3.1 Time is of the essence in this Agreement.

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

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

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

4. AGREEMENT AMOUNT NOT TO EXCEED: \$750,000.00

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

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

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Roberto Fuentes	Name: Boyd Stanley
Title: Wastewater Operations Manager	Title: Sr. Vice President
Phone: (805) 271-2203	Phone: (800) 848-7659 opt 2
Email: Roberto.fuentes@oxnard.org	Email: bids@polydyneinc.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
6001 Perkins Road	
Oxnard, CA 93033	

7. CONTRACTUAL PREREQUISITES.

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

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

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

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

8. SERVICE PROVIDER'S SERVICES.

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

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

9. COMPENSATION.

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

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

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

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

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

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

11. OPTION TO EXTEND AGREEMENT.

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

12. MODIFICATION OF AGREEMENT.

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

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

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

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

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of

this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

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

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

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

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

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

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this

Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

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

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

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

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

18. ASSIGNMENT.

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

PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

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

21. COVENANTS AND CONDITIONS.

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

22. WAIVER.

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

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers,

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

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

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

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and

representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

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

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

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

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

27. CONFLICT OF INTEREST

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

28. [RESERVED]

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and

conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

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

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without

prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

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

36. GOVERNING LAW.

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

37. SEVERABILITY.

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

38. INTEGRATED AGREEMENT.

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

39. NO THIRD-PARTY BENEFICIARY.

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

40. AUTHORITY TO EXECUTE.

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

41. EXECUTION – COUNTERPARTS.

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

42. INCONSISTENT OR CONFLICTING TERMS.

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

43. ACKNOWLEDGEMENT.

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

[Signatures on next page]

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

CITY OF OXNARD

**SNF POLYDYNE INC.
DBA POLYDYNE INC.**

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Jennifer Yates, ²
Purchasing Manager

Boyd Stanley, Sr. Vice-President _____ Date

Mark Schlag, Assistant Secretary³ _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

³ The City requires the following for any contract:

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT (CITY of Oxnard and SNF POLYDYNE INC. DBA POLYDYNE INC.)

SCOPE OF SERVICES

City Project Manager: Roberto Fuentes, (805) 271-2203, Roberto.fuentes@oxnard.org

The City of Oxnard Wastewater Treatment Plant (OWTP) owns and operates a Chemically Enhanced Primary Treatment (CEPT) facility. This facility is designed to add anionic polymer to the raw wastewater prior to the primary settling basins to improve primary settling performance. Currently, the City adds ferric chloride to the raw wastewater at the headworks. Therefore, the desirable polymer will need to be effective with pre-added ferric at reducing the total suspended solids (TSS).

SERVICE DESCRIPTION

1. Delivery

- a. **Timing:** Delivery of bulk polymer shall be delivered within 4 weeks of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 4:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical products. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release. Tanker shall be clearly identified and visible with company name.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical products, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on City property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks and contaminants.
- f. **Unloading:** Unloading shall be done in accordance with the following:

- i. Shall be done in a safe manner by delivery driver in the presence of a plant operator.
- ii. Appropriate personal protective equipment (PPE) clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- iii. Delivery driver must present chemical manifest.
- iv. Delivery driver may be required to capture a sample of the product from the delivery tank in order for a plant operator to do a visual inspection.
- v. Delivery driver to be able to provide proof of tank and hose inspections prior to delivery to demonstrate that all components are in proper working order.
- g. **Refusal of Delivery:** City may refuse delivery of product at no penalty to the City if:
 - i. Product does not match the specific gravity.
 - ii. If there is debris in the sample from the delivery truck.
 - iii. Supplier is non compliant with industry standard safety practices and procedures.
 - iv. Failure of Supplier to wear proper PPE while making chemical transfers. Supplier is to provide their staff with all required PPE.
- h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. Copies of weight master's certificates shall be provided with delivery.
- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliveries to the following locations as required:**
 - City of Oxnard Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA

2. Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

3. Invoicing

A separate invoice shall be provided for each delivery during contract period. Invoices shall be sent to pwinvoices@oxnard.org.

4. Specification

Supplier shall bring apparent error or omissions to City's attention.

5. Chemical Specification for the following locations:

Wastewater Treatment Plant, located at 6001 Perkins Road, Oxnard, California 93033

- **Anionic Polymer:** Estimated annual quantity is 100,000 pounds. Delivery by bulk tank. Polymers supplied shall be clean and free of foreign substances. Vendor must provide a certificate of analysis for each delivery of product. The chosen polymer shall have no apparent separation within 30 days of delivery to the City's bulk storage facilities.

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and SNF POLYDYNE INC. DBA POLYDYNE INC.)**

SCHEDULE OF COMPENSATION

Item No.	Polymer Type	Price per Pound
1	Anionic Polymer	\$1.01

EXHIBIT C

**TRADE SERVICES AGREEMENT
(CITY of Oxnard and SNF POLYDYNE INC. DBA POLYDYNE INC.)**

INSURANCE REQUIREMENTS

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

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

[illegible]

EXHIBIT D

**TRADE SERVICES AGREEMENT
(CITY of Oxnard and SNF POLYDYNE INC. DBA POLYDYNE INC.)**

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT (CITY of Oxnard and SNF POLYDYNE INC. DBA POLYDYNE INC.)

PREVAILING WAGE

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

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

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

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

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

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

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

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

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.7

DATE: October 15, 2024

TO: City Council

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.

RECOMMENDATION

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.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on September 24, 2024.)

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.

City Council's approval and execution of Amendments to Agreements A-8418 and A-8424 will 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.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on September 24, 2024.

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

**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.

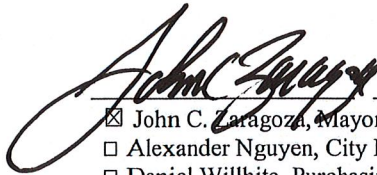
37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

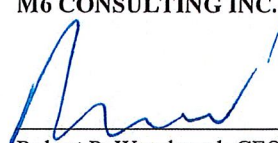
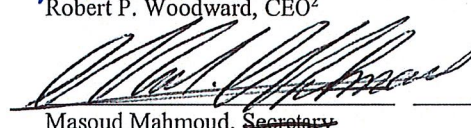
[Signatures on next page]

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.

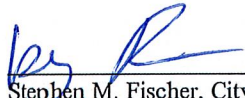
 2-1-22
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

 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.

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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 LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				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 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	
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
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

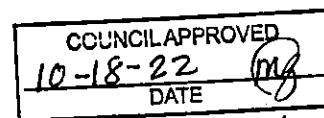
FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

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.

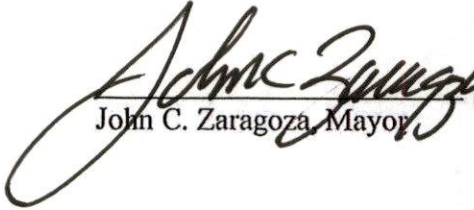
[Signatures on next page]

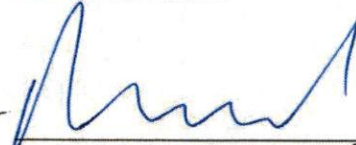


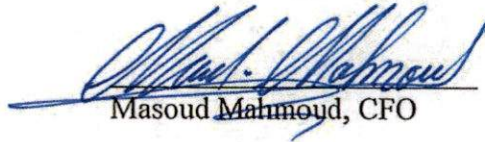
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

CONSULTANT

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

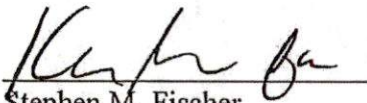
 9/26/2022
Robert P. Woodward, CEO² Date

 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.

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

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

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

APPROVED AS TO FORM:

Stephen M. Fischer 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		

SUBMIT IN DUPLICATE							
GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">ENDORSEMENT NO.</td> <td style="width: 50%; text-align: center;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits						
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)						
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS						
TYPE OF INSURANCE							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made Retroactive Date _____ ☐ Occurrence						
OTHER PROVISIONS							
COVERAGES	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center;">AGGREGATE</th> </tr> <tr> <td style="height: 100px; vertical-align: top;"> ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____ </td> <td style="height: 100px;"></td> </tr> </table>	LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE	☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	
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: _____						

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 _____ LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	OTHER PROVISIONS 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@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



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.8

DATE: October 15, 2024

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Agreement with Peregrine Technologies Inc. for Data Integration Software to be used by the Police Department.

RECOMMENDATION

That the City Council approve and authorize the Mayor to enter into a three-year agreement with Peregrine Technologies to provide real-time data visualization software for the Police Department, for an amount not to exceed \$500,000.

(This item did not originate in Committee.)

BACKGROUND

The Police Department utilizes multiple siloed databases across numerous platforms when conducting investigations or analyzing information, such as Crime Analysis. These databases contain valuable information but require an investigator to log into each system individually to seek information. This time-consuming process slows investigations and hinders efficiency by increasing officer and staff workload.

In the current workflow, staff needs to conduct separate logins and queries in the Police Department's law enforcement records management system (LERMS), computer-aided dispatch (CAD) system, evidence management system (EMS), and many other databases to review the facts of the investigation, or to develop information on a potential suspect or lead. A little bit more about these three principal information systems:

- **Law Enforcement Records Management System (LERMS):** LERMS centralizes the storage and retrieval of incident reports, arrest records, and other vital documents. Maintaining digital records improves accessibility and accuracy, streamlines reporting processes, and facilitates data analysis to inform policing strategies and resource allocation. Tyler Technologies is the vendor that provides the current LERMS.
- **Computer-Aided Dispatch (CAD) System:** The CAD system is essential for managing emergency responses in real time. It allows dispatchers to efficiently coordinate police resources, utilizing GPS technology to enhance response times and ensure public safety. Additionally, the system collects valuable call volume and call types, aiding in strategic planning and criminal investigations. Tyler Technologies is the vendor that provides the current CAD system.
- **Evidence Management System (EMS):** The EMS ensures the proper handling and tracking of evidence collected during investigations. It maintains a clear chain of custody, reducing the risk of loss or contamination. This system strengthens case management and fosters public confidence in the Police Department's commitment to transparency and accountability. Axon Enterprise, Inc. is the vendor that provides the current EMS (Evidence.com).

DISCUSSION

As information systems become more advanced, the Police Department recognizes the need for software to integrate data sources into a digestible, efficient format for the end user. Advancing technology has created products that can

streamline this process. The end result includes the faster development of information, streamlined case handling, better analytics, and quicker decision-making capacity. This all lends to more effective public safety.

The Police Department aims to adopt various technologies for efficient, effective, and intelligence-led policing. In November 2023, the Police Department's in-house Technology Committee began examining multiple technologies that integrate real-time crime data. A specific emphasis was placed on products that can improve officer efficiency, develop information faster, and tighten the decision loop.

Police Department staff identified Peregrine Technologies Inc. as a company that provides products that meet these needs. In February 2024, the Technology Committee received a product demonstration from the company. Peregrine differed from the other vendors in this space with its comprehensive technology capabilities for real-time operations and significant functionality in investigative resources and crime analytics. The platform provides a single point of access to view and analyze large-scale and real-time data from various sources to enhance situational awareness and officer safety.

Peregrine offers proven, pre-built connectors that allow for integration with critical existing OPD systems such as Tyler Tech CAD, Tyler Tech LERMS, Axon, Flock ALPR, Veritone, Dronsense, CCTV cameras, Parolee + Probation Databases, and many more. These pre-built connectors eliminate any requirements for the City's Information Technology Department to develop and maintain interfaces between Peregrine and Police Department source systems.

Peregrine is the only solution on the market that offers a fully integrated set of user-facing applications for search, map-based analysis, link analysis, reporting, and dashboarding that allow for seamless data movement between those applications without the need to export and import data manually. Additionally, Peregrine is the only solution that offers desktop, laptop, tablet, and mobile device-accessible versions of those integrated applications so that they can be accessed by authorized users wherever and whenever they are needed. This can be of great value during large-scale events such as a mobile command post deployment or Emergency Operations Center activation.

Peregrine offers proprietary algorithms that enable automatic and auditable deduplication and merging of data, such as "person records." This will allow investigators to have clean, reliable information to conduct data searches and compile reporting products without the need to change the agency's underlying source systems. It is important to note that this is one crucial way to increase efficiency, as detectives and staff must currently contend with and cull through duplicate and similar person files.

Peregrine offers the only dynamic ontology or link analysis. Ontology refers to a formal representation of a set of concepts within a domain and the relationships between those concepts. It serves as a framework for organizing information, enabling clearer communication and understanding among the systems. Peregrine ontology has been purpose-built for law enforcement data. This allows Police Department investigators and professional staff to automatically establish connections and relationships between data elements within and across disparate, siloed systems that are otherwise likely to be missed. Furthermore, Peregrine's dynamic ontology would allow the Oxnard Police Department to have complete flexibility to change its desired data model over time without needing to build and maintain additional interfaces or make any changes to the agency's underlying source systems and how they store or represent information.

Peregrine's unified data platform was built specifically with law enforcement and public safety agencies in mind, making it uniquely suited to the needs of the Oxnard Police Department. Based on all of this information, Peregrine has been identified as a sole source vendor for this product.

The Peregrine Technologies service agreement is a three-year agreement with an annual cost of \$161,500 per year (\$484,500 over three years). In addition to the annual cost, staff anticipates expenses related to data source integrations during the life of the service agreement and therefore recommends a service agreement not to exceed \$500,000 for the life of the service agreement.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The Peregrine Technologies agreement is a three-year agreement with a value not to exceed \$500,000. The amount requested is \$161,500 for FY 24-25. There is sufficient funding in the FY 24-25 budget available in the capital project (Fund 301), funded from the Supplemental Law Enforcement Services Fund (SLESF) State Grant. Funding for FY 25-26 and 26-27 will be funded by future SLESF allocations.

For Finance Use Only: Capital Outlay Fund (Org. 3012131 Obj. 53200 / 49300); State/Local Grant Fund (Org. 2101001 Obj. 59800) Project C2418.

COMMITTEE OUTCOME

This item did not originate in Committee, as it had external deadlines imposed on the City (that the City learned of recently), which have significant financial impact and a short deadline to respond. Staff made the determination to bypass committee per Resolution 15,286.

Prepared by: Rocky Marquez, Police Commander

ATTACHMENTS

1. Peregrine - Oxnard PD 9.24.2024

PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: Oxnard Police Department	Contact: Rocky Marquez
Address: 251 S. C Street Oxnard, CA 93030	Phone: 805-385-7620
Email: rocky.marquez@oxnardpd.org	Fax: N/A

Peregrine Services
Effective Date: 10/30/2024
Initial Term: From the Effective Date through 10/29/2027 (" <u>Initial Term</u> ").
Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before 10/31/2024. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of \$161,500 annually for the Term as follows: a. \$161,500 within 30 days of Effective Date. b. \$161,500 within 30 days of 10/31/2025. c. \$161,500 within 30 days of 10/31/2026.
Users: Customer may allow an unlimited number of employees of the Oxnard Police Department to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
Professional Services: The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Tyler Technologies CAD, Tyler Technologies RMS, Axon Evidence.com, Flock LPR, LEFTA, Veritone aiWARE, Document Storage (WebApp), Eventide 911, ESRI. The fee schedule above includes support for up to 40 million annual LPR reads and a 30-day retention of LPR detections. Peregrine will cover up to \$3,000 for any third-party API or data access fees. Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work.

For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the “**Terms and Conditions**,” and together with this Order Form, the “**Agreement**”). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine:

By: _____

Name: Nicholas NooneTitle: President & CEO

Date Signed: _____

Customer:

By: _____

Name: _____

Title: _____

Date Signed: _____

Attest:

[XX]

Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form (“**Order Form**”) by Peregrine Technologies, Inc. (“**Peregrine**”) to the Oxnard Police Department (“**Customer**”). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

“**Aggregated Data**” has the meaning specified in Section 6.1.

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

“**Client-Side Software**” means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine’s mobile application(s).

“**Criminal Justice Information Services Division**” or “**CJIS**” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

“**Customer Data**” means any of Customer’s data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine’s integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

“**Documentation**” means the materials supplied by Peregrine hereunder, in any media, including any and all installer’s, operator’s and user’s manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

“**Personal Information**” means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

“**Professional Services**” has the meaning specified in Section 2.2.

“**Service**” means Peregrine’s proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

“**SOW**” has the meaning specified in Section 2.2.

“**Third Party Data**” means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

“**Third Party Products**” means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

“**Users**” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer’s

use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

2.3. Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's

provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.

2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. Generally. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d) ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j)

access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. Customer Logo. Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

3.6. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights. The "**Peregrine Technology**" means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "**Peregrine Technology**" does not include Customer Data.

6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.4. Processing of Personal Information. Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <<https://peregrine.io/privacy-policy/>>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. Sensitive Information; Marking Requirements. To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

7.1. Definition of Confidential Information. The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall

provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4. Public Records Acts. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer

to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees (“**Peregrine Indemnified Parties**”) against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer’s or any User’s negligence, gross negligence, fraud, or willful misconduct; (b) Customer’s or any User’s use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine’s authorized use of such Customer Data (each, a “**Peregrine Claim**”), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney’s fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine’s prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer’s cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

9.3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER’S SOLE REMEDIES AND PEREGRINE’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY’S BREACH OF SECTION 7, A PARTY’S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY’S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. IN NO EVENT SHALL PEREGRINE’S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form (“**Term**”), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.4. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1. Insurance. Peregrine shall maintain the insurance coverages described on Appendix A: Insurance.

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. Peregrine's Books and Records. To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.6. Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as **Error! Reference source not found.**, and will govern to the extent of any conflict with any other term of this Agreement.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of California. The state courts located in Ventura County, CA or in the United States District Court for the Central District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than \$100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

Appendix B: Provisions for California Public Entities

Compliance with Applicable California Laws. Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the

California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

Political Reform Act Conflicts. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

California State Auditor Requirements. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.1

DATE: October 15, 2024

TO: City Council

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

SUBJECT: Budget Appropriation for Design and Construction Activities for the Mandalay Seawall Project. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize a new project budget appropriation in the amount of \$1,500,000 from the available fund balance in the General Fund (101), and corresponding Capital Outlay Fund (301), to the Mandalay Bay Seawalls Capital Improvement Project (C1901).

(Public Works and Transportation Committee approved 3-0 on September 24, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/j96EqvLVIO0>

BACKGROUND

The Mandalay Bay Seawalls project involves the repair of the existing seawalls; these were constructed as early as 1969 and finished in the early 1970s. Some of these seawalls have deteriorated due to age, the type of construction originally used, and the elements (e.g. salt water exposure). When the seawalls were constructed, the developers built them according to the building codes used at that time.

There are approximately 7.6 miles of seawalls, with two specific construction types. One type is the Zurn wall style and the other is the Boise panel style. The method used for repair will depend on the wall type and the type and extent of deterioration. There have been past repairs made to some of the wall areas in the harbor, via a City CIP project, as recent as 2021 and one underway in 2024 for portions along the West Hemlock block. It should be noted that the West Hemlock repair work is in the permitting phase, with the engineering design completed. If the permitting agencies (Regional Water Quality Control Board, Coastal Commission, and Army Corps of Engineers) provide their approval in the expected timeline, these repairs will be bid out later this calendar year.

In June 2024, a routine inspection revealed seawall foundation exposure that warrants the City to prioritize this work and complete it within the next 5 years. The total length of the seawall foundation exposure is approximately 3,095 linear feet. Design time and lengthy regulatory agency permitting activities will be the critical scheduling elements; consequently, these steps should begin immediately.

Capital Improvement Program (CIP) Reference:

Project No. **C1901** – Mandalay Bay Seawalls - CIP 2025-2029 - Adopted June 4, 2024 – Pages 94-95.

DISCUSSION

The City contracted with Duncan Engineering to perform routine inspections in June 2024. This work yielded a map that

shows areas of seawall foundations with erosion around/near the pile caps, leaving the timber support piles partially exposed to direct seawater in some locations. Such foundation conditions are a present threat to wall stability. This is because marine boring organisms have direct access to the untreated timber support pilings when the seawall foundations are not covered with enough of the seabed, and can cause structural damage to the pilings. It is Duncan Engineering's recommendation to remediate the foundation areas of concern within a five year timeframe. This will be accomplished by installing Vinyl Sheet Piling in order to reduce marine borer access points to the timber support pilings.

Public Works intends to have Duncan Engineering complete the construction documents for the repair of the identified wall foundations, and then assist in putting the project out to bid for construction. For this work, staff is recommending using General Fund available fund balance to complete the design, secure the necessary permits from the regulatory agencies, and perform construction.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The cost to complete the final design, regulatory permitting, and construction of this portion of the Mandalay Bay Seawalls project is estimated to be \$1.5M. A new project budget appropriation of \$1.5M from the available fund balance in the General Fund (101), and corresponding Capital Outlay Fund (301), is recommended to complete the design and permitting phase and the subsequent construction phase of this Project to the Mandalay Bay Seawalls Capital Improvement Project (C1901). It should be noted that the Measure O funds of \$2.5M currently available in this project are for the West Hemlock repairs. As such, additional funds are recommended to complete the newly discovered foundation work.

Project Appropriations

Fund	Project Appropriations	Proposed New Appropriations	New Available Appropriations
General Fund (101) - Capital Outlay Fund (Marine Engineering Services)	\$279,500	\$0	\$24,441
Measure O Fund (104) (West Hemlock Seawall Repairs)	\$2,500,000	\$0	\$2,500,000
Proposed Budget Appropriation from General Fund (101) Available Fund Balance (Seawall Foundation Repairs)	NA	+\$1,500,000	\$1,500,000
TOTAL	\$2,779,500	+\$1,500,000	\$4,024,441

COMMITTEE OUTCOME

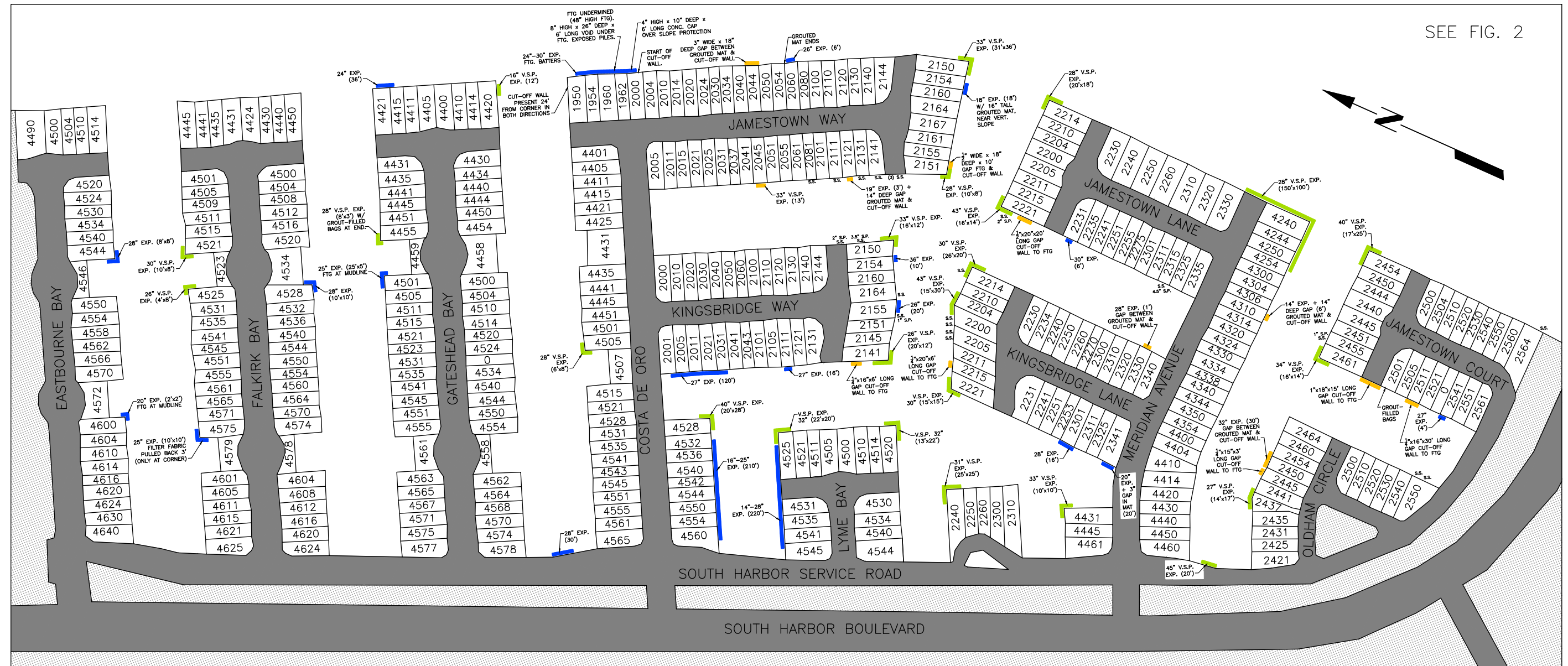
The Public Works and Transportation Committee approved 3-0 on September 24, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Foundation Inspection Map
2. Presentation

MANDALAY BAY SEAWALLS OXNARD, CA



LEGEND

- FOOTING EXPOSURE
- CUT-OFF WALL GAP
- PREVIOUS VINYL SHEET PILE REPAIR
- CUT-OFF WALL SETTLEMENT

ABBREVIATIONS

- FTG = FOOTING
- EXP. = FOOTING EXPOSURE
- V.S.P. = VINYL SHEET PILE
- S.S. = SAND IN SCUPPER
- S.P. = SAND PILE ON FOOTING

FOUNDATION INSPECTION NOTES

SCALE: 1" = 225'

7/31/2024

DRAFT



Duncan Engineering
WATERFRONT/STRUCTURAL/ASSESSMENTS

75562 PAINTED DESERT DRIVE
INDIAN WELLS, CA 92210
619-273-6702



MANDALAY BAY SEAWALLS OXNARD, CA

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FIG. 2

Budget Appropriation for Design and Construction Activities for the Mandalay Bay Seawall Project for Public Works

Public Works and Transportation Committee
September 24, 2024

City Council
October 15, 2024

KJ May
Sr. Construction Project Manager

RECOMMENDATION

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize a new project budget appropriation in the amount of \$1,500,000 from the available fund balance in the General Fund (101), and corresponding Capital Outlay Fund (301), to the Mandalay Bay Seawalls Capital Improvement Project (CI901).

RECOMMENDATION

FOR CITY COUNCIL:

That the City Council approve and authorize a new project budget appropriation in the amount of \$1,500,000 from the available fund balance in the General Fund (101), and corresponding Capital Outlay Fund (301), to the Mandalay Bay Seawalls Capital Improvement Project (CI901).

BACKGROUND

- The Public Works Engineering Division oversees the planning and execution of the Mandalay Bay seawall long-term repair program. The repair program requires periodic condition assessments of the Mandalay Bay seawalls in order to effectively prioritize repair work of the 7.6 miles long seawall infrastructure.
- In June 2024, Duncan Engineering completed a routine seawall inspection. The inspection revealed seawall foundation exposure that warrants the City to prioritize this work and complete it within the next 5 years, recommended by Duncan's Marine Structural Engineer.

- The total length of the seawall foundation exposure is approximately 3,095 linear feet out of 40,128 linear feet. Slides 5 and 6 include visual maps of the affected foundation areas.
- Blue and orange markings on the maps show areas of seawall foundations with erosion around/near the pile caps, leaving the timber support piles partially exposed to direct seawater in some locations. Such foundation conditions are a present threat to wall stability. This is because marine boring organisms have direct access to the untreated timber support pilings when the seawall foundations are not covered with enough of the seabed, and can cause structural damage to the pilings.

DISCUSSION



MANDALAY BAY SEAWALLS OXNARD, CA

FOUNDATION INSPECTION NOTES

SCALE: 1" = 225'

7/31/2024
DRAFT

LEGEND

- FOOTING EXPOSURE
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Duncan Engineering
WATERFRONT/STRUCTURAL/ASSESSMENTS

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FIG. 2

- A photo of the affected foundation area and a typical section of the seawall foundation for reference.



DISCUSSION

- The design time and lengthy regulatory agency permitting activities will be the critical scheduling elements; consequently, these steps should begin immediately in order to address the estimated 3,095 linear feet sections of the affected foundation areas within the 5 year recommended timeframe.
- Public Works intends to have Duncan Engineering complete the construction documents for the repair of the identified wall foundations, and then assist in putting the project out to bid for construction. For this work, staff is recommending using General Fund available fund balance to complete the design, secure the necessary permits, and perform construction.

- The cost to complete the final design, regulatory permitting, and construction of this portion of the Mandalay Bay Seawalls project is estimated to be \$1,500,000.
- A new project budget appropriation of \$1,500,000 to the Mandalay Bay Seawalls Capital Improvement Project (C1901), from the available fund balance in the General Fund (101) and corresponding Capital Outlay Fund (301), is recommended in order to complete the design, permitting, and construction efforts for this Project. It should be noted that the funding currently in this Mandalay Bay Seawalls Project is for the West Hemlock repairs. As such, additional funds are recommended to complete the newly discovered foundation work.

Questions?